

COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT

Joseph A. Graziano Sr., Director

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County Manager

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County Counsel

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Clerk of the Board

THOMAS O. MINEO, P.E.
*County Engineer,
Director, Division of
Engineering*

MEMO TO: To All Potential Bidders

FROM: Thomas O. Mineo, P.E., County Engineer

DATE: February 14, 2017

RE: **CLARIFICATION NUMBER 4**
BA#7-2017; Union County Engineering Project #2013-015
Emergency Generator Installation – John H. Stamler Police
Academy, Township of Scotch Plains, County of Union, NJ

This is in response to questions received for the above referenced project:

- Q1. "From utility transformer to new 1600 AMP CT cabinet you show (4) sets of 500 MCM this is incorrect. You need to increase the wire size to 600MCM"
- R1. We are replacing existing power feeders; existing switchgear is fused at 1,200 Amps, protecting conductors. No change is required.
- Q2. "Can you give us a detail on the 3 pads needed (Generator, ATS, CT Cabinet)"
- R.2 Contractor to provide Signed and Sealed drawings for Design of concrete pads. Contractor is to submit details of all concrete pads, Signed and Sealed by a NJ Professional Engineer, as previously stated on Question #1, Clarification #2.
- Q3. Can you please tell me what is the method of installation and what kind of conduit/material do you expect for the battery charger circuit, generator block heater and remote annunciator?
- R3. Drawing E-2, shows 120/208V - 20 Amp Circuit for Generator Auxiliary Panel, this can be accomplished with a 1" GRC.

DIVISION OF ENGINEERING



COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT
Joseph A. Graziano Sr., Director

MEMO TO: To All Potential Bidders
FROM: Thomas O. Mineo, P.E., County Engineer
DATE: February 10, 2017

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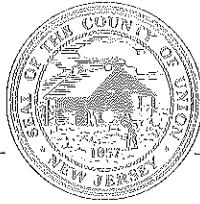
THOMAS O. MINEO, P.E.
*County Engineer,
Director, Division of
Engineering*

RE: **CLARIFICATION NUMBER 3**
BA#7-2017; Union County Engineering Project #2013-015
Emergency Generator Installation – John H. Stamler Police
Academy, Township of Scotch Plains, County of Union, NJ

This is in response to questions received for the above referenced project:

- Q.1 Is EMT conduit allowed to be used from the ATS to re-feed the existing switchboard?
Using galvanized would add a lot of weight to the roof
- R.1 ***The contractor must comply with the Drawings, must use Duct Bus as specified. Conduit is not permitted on the roof for main feeders.***

DIVISION OF ENGINEERING



COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT

Joseph A. Graziano Sr., Director

MEMO TO: To All Potential Bidders
FROM: Thomas O. Mineo, P.E., County Engineer

DATE: February 6, 2017

RE: **CLARIFICATION NUMBER 2**
BA#7-2017; Union County Engineering Project #2013-015
Emergency Generator Installation – John H. Stamler Police
Academy, Township of Scotch Plains, County of Union, NJ

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County Manager

ROBERT E. BARRY, ESQ.
County Counsel

JAMES E. PELLETTIERE, RMC
Clerk of the Board

THOMAS O. MINEO, P.E.
*County Engineer,
Director, Division of
Engineering*

This is in response to questions received for the above referenced project:

Q.1 On Drawing E3 the utility power is shown from the utility transformer going directly to the ATS and then re-feeding the existing switchboard. This basis of design will never pass PSEG approval. You need to go into a CT Cabinet before the ATS. It would have to be a PAD mount CT cabinet. We need a basis of design and a pad detail for the CT Cabinet.

The C/T cabinet is shown on the single line diagram (Drawing E-2), physically it is to be installed outside, adjacent to ATS, it can be wall mounted or Pad mounted, in either case contractor is to submit details. If a pad will be used then Signed and sealed concrete pad details should also be submitted. Please see Note on E-3 that contractor is to provide all equipment necessary for a functional and code compliant system.

Q.2 Do we need to have a back-up generator on site, for the Power disconnect & reconnect. I foresee the building being down for a few days. You need to excavate & intercept the secondary conduits. Cut & cap them. Install the new conduit & conductors. Get inspections, back-fill then have PSEG turn power back on.

Yes, a stand by generator is required during shut-down; contractor is responsible for all expenses associated with the generator, including maintenance and fuel.

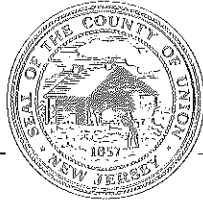
Q.3 What is the DPMC classification C008 for? Most of the work is either plumbing or electrical.

Classification C008 is for the additional work, not classified by electrical or plumbing, such as roofing, concrete, trenching, backfill, black top, etc.

Q.4 Do you have a size on the gas piping to the generator? Or what is required?

Gas requirements by a 200kW Kohler generator is 2,115 cf/h

DIVISION OF ENGINEERING



COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT
Joseph A. Graziano Sr., Director

MEMO TO: To All Potential Bidders

FROM: Thomas O. Mineo, P.E.
County Engineer

DATE: February 2, 2017

RE: **CLARIFICATION NUMBER 1**
BA#7-2017; Union County Engineering Project #2013-015
Emergency Generator Installation – John H. Stamler Police
Academy, Township of Scotch Plains, County of Union, NJ

**BOARD OF
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County Counsel

JAMES E. PELLETTIERE, RMC
Clerk of the Board

THOMAS O. MINEO, P.E.
*County Engineer,
Director, Division of
Engineering*

This is in response to an RFI received for the above referenced project:

Q.1 I am trying to understand the need for a NJ State prequalification in CO 8 or 9 (General Construction). The majority of the work is in Electrical construction, and Plumbing construction would be secondary and required. Any underground conduit installation and restoration, along with concrete pads are part of the normal scope of electrical work for a project of this caliber. Even a foundation and footing classification I could see as being required because of the equipment pads, but the amount of General Construction work (if any) is extremely minimal and would fall well under the \$20,000 threshold that would require pre-classification for that specialty.

I would respectfully request that the requirement for General Construction Pre-Classification be removed from the bid specifications.

R.1 The requirement for General Construction Pre-Classification will not be removed from the bid specifications.

DIVISION OF ENGINEERING

**SPECIFICATIONS
FOR
EMERGENCY GENERATOR INSTALLATION
JOHN H. STAMLER POLICE ACADEMY
1776 RARITAN ROAD, TOWNSHIP OF SCOTCH PLAINS
COUNTY OF UNION, NEW JERSEY
FEDERAL PROJECT NUMBER: DR-4086-NJ-333-F
BA#7-2017; UNION COUNTY ENGINEERING PROJECT #2013-015
JANUARY 2017**

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Angel G. Estrada, Freeholder
Christopher Hudak, Freeholder
Mohamed S. Jalloh, Freeholder
Bette Jane Kowalski, Freeholder
Alexander Mirabella, Freeholder
Vernell Wright, Freeholder

CLERK OF THE BOARD
James E. Pellettiere, RMC

COUNTY MANAGER
Alfred J. Faella

**DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND
FACILITIES MANAGEMENT**

Joseph A. Graziano, Sr., CPWM, Director

**COUNTY ENGINEER
DIVISION OF ENGINEERING**
Thomas O. Mineo, P.E.
2325 South Avenue
Scotch Plains, New Jersey 07076
Telephone: (908) 789-3675
Fax: (908) 789-3674

**PREPARED BY:
LCA ENGINEERING, LLC**
1640 Vauxhall Road
Union, New Jersey 07083
T: 908-258-7943 F: 908-258-7953

EMERGENCY GENERATOR INSTALLATION – JOHN H. STAMLER POLICE ACADEMY
1176 RARITAN ROAD, TOWNSHIP OF SCOTCH PLAINS
COUNTY OF UNION, NEW JERSEY
FEDERAL PROJECT NUMBER: DR-4086-NJ-333-F
BA#7-2017; Union County Engineering Project #2013-015

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- Section 55: BID PROTEST - LEGAL FEES AND COSTS
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- Section 57: NEW JERSEY PAY-TO-PLAY REQUIREMENTS
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BIDDING DOCUMENTS

- Bid Document Submission Checklist
- Bidding Documents
- Bid Form
- Consent of Surety
- Bidder Signature Page
- Bidder Disclosure Statement
- Subcontractor Identification Statement: List of Subcontractors
- Subcontractor Identification Certification
- Acknowledgement of Addendum
- Contractor Business Registration Certificate
- Affirmative Action Requirement
- Experience Statement
- Certificate of Bidder Showing Ability to Perform Contract
- Non-Collusion Affidavit
- Contractor Registration Advisement
- Americans with Disabilities Act
- Statement of Bidder's Qualifications
- Contractor Performance Record
- Affidavit Regarding List of Disbarred, Suspended or Disqualified Bidders
- Prior Negative Experience Questionnaire-Certification
- Contractor's Certification of Compliance - New Jersey Prevailing Wage Act
- Uncompleted Contracts Affidavit
- Certificate of Insurance Statement
- Collection of Use Tax on Sales to Local Governments Statement
- Time of Completion
- Disclosure of Investment Activities in Iran

NEW JERSEY PREVAILING WAGE DETERMINATION DOCUMENTS

SS - STANDARD SPECIFICATIONS SS-1

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR AIA DOCUMENT A-101/2007
(Draft form until contract is awarded)

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION AIA DOCUMENT A-201/2007
(Draft form until contract is awarded)

**COUNTY OF UNION
NOTICE TO BIDDERS**

Sealed bids will be received by the director of the Division of Purchasing, or her designee, at the County of Union, New Jersey on February 16, 2017 at 10:30 a.m., prevailing time, in the 3rd Floor Conference Room, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

**EMERGENCY GENERATOR INSTALLATION
JOHN H. STAMLER POLICE ACADEMY
1776 RARITAN ROAD, TOWNSHIP OF SCOTCH PLAINS, COUNTY OF UNION, NEW JERSEY
FEDERAL PROJECT NUMBER: DR-4086-NJ-333-F
BA#7-2017; UNION COUNTY ENGINEERING PROJECT #2013-015**

Bid Packages may be obtained at no charge by registering and downloading at <http://ucnj.org/bid-specs>. Bid Packages may also be obtained in person from the Division of Engineering at 2325 South Avenue, Scotch Plains, New Jersey 07076 between 8:30 a.m. and 4:00 p.m. weekdays upon payment of a non-refundable money order or bank check in the amount of \$275.00 made payable to the County of Union. No Personal / Company checks will be accepted. Requests for mailing of specifications will not be honored. For further information please call 908-789-3675.

Bidders on this project are required to be classified by the State of NJ, Division of Property Management and Construction (DPMC) under classification(s) # C008 General Construction; C030 – Plumbing; C047 – Electrical; as well as other documentary requirements in the INSTRUCTION TO BIDDERS found in the bid specification. If the Bidder himself does not have the required classification(s) as stated above, the Bidder must include and identify a subcontractor(s), of any tier, who has the required classification(s) in the List of Subcontractors.

The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.S.A.C. 17:27.

Laura M. Scutari, QPA, MPA, Director of Purchasing

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

NB-1

**UNION COUNTY BOARD OF CHOSEN FREEHOLDERS
INSTRUCTIONS TO BIDDERS AND FORMS**

DEFINITIONS

Wherever reference is made to the County, Title of Project, Bidder, or Vendor/Contractor they shall be as follows:

OWNER/COUNTY:

Union County Board of Chosen Freeholders
UC Administration Building, 6th Floor
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207

ADDRESS BIDS AND SUBMIT TO:

Union County Division of Purchasing
UC Administration Building, 3rd Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207
Attn: Laura M. Scutari, QPA, MPA, Director, Division of Purchasing
Telephone: 908-527-4130
Facsimile: 908-558-2548

**TITLE OF PROJECT: Emergency Generator Installation – John H. Stamler Academy
1176 Raritan Road, Township of Scotch Plains, County of Union, NJ
Federal Project Number: FEMA – 4086-NJ-333-F
BA#7-2017; UC Engineering Project #2013-015**

BIDDER: Bidder shall be a single overall contract bidder

**ARCHITECT/ENGINEER: LCA Engineering, LLC
1640 Vauxhall Road
Union, New Jersey 07083**

COUNTY ENGINEER AND/OR CONSTRUCTION MANAGER (as applicable):

COUNTY ENGINEER:

Thomas O. Mineo, P.E.
Union County
Division of Engineering
2325 South Avenue
Scotch Plains, NJ 07076
Office: (908) 789-3675
Facsimile: (908) 789-3674
Email: tmineo@ucnj.org

GENERAL SPECIFICATIONS

1. BID FORM

G-1

Revised: 2016.08.30

Bids for this Work will be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the Project clearly marked on the outside. Refer to the sheet marked "Notice of Bid (Advertisement)" for the correct name of the Project. Bidders must submit their bids on the attached pricing sheet (Bid Form), in a sealed envelope addressed to the County and bearing on the outside: the name of the Bidder, Bidder's business address, and the title of the Project.

The Division of Purchasing will receive the bids for this Work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time noted on the sheet marked "**Notice of Bid (Advertisement)**".

The County will not assume responsibility for bids forwarded by mail. It is the individual's responsibility to see that the bids are presented to the Purchasing Division at the time and at the place designated.

Bids will be accepted only on the Bid Form supplied. Bids on forms other than the original supplied herein will be rejected. The "complete" Bid Documents includes the Bid Bond, Bid Form, Bidder's Checklist, Consent of Surety, Ownership Disclosure Certification, Non-Collusion Affidavit, and any other documents noted in these Instructions to Bidders or Contract Document to be submitted with this Bid. (See AIA Owner/Contractor Agreement & General Conditions attached.)

The bidder will state in the bidding sheet the price per unit of measure for each scheduled Item of Work for which he will agree to carry out the Work, and the Total Bid Price for the construction of the Project.

The prices in the Bid Form shall be typed or written in pen and ink. Erasures or alterations must be initialed by the bidder in ink.

The bidding sheet for this Project may include a fixed amount as a Bid Allowance. If applicable, all bidders are required to add this fixed amount to their base bid and to include this additional amount in their Bid Bond. This sum will be included in the Contract as well as the performance, labor and materials bond. Payment by the County will be made to the Contractor from these funds only upon the completion of extra Work pursuant to a written Change Order(s) signed by the County's Engineer or his designee and the Contractor, prior to the commencement of such Work. Work commenced prior to written approval by the County shall be done at Contractor's risk. Such payment will only be in the amount agreed to by the parties, in writing in the Change Order(s). See Section 39, Change Orders, of these general specifications for further details.

Refer to Bid Document Submission Checklist for all required documents.

In the event there is a discrepancy between the unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

Insert applicable alternates, if any have been specified, applicable to the Bidder's Work. All alternates MUST be bid upon. Any Bidder's failure to do so will be deemed a material, non-waivable defect and shall render the bid nonresponsive. The Bidder shall clearly designate whether the change in price is an addition or subtraction, by using either a "+" sign or the word "addition", or in the alternative, a "-" sign or the word "minus". If there is no other change in price, the Bidder shall insert "NC" or "No Charge".

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

Where unit prices have already been established by the Contract Documents, the Bidder agrees that such unit prices shall prevail. All unit prices, whether filled in by the Bidder or established by the Contract Documents, shall become part of the Contract. No bid will be considered or award made, unless applicable unit prices, as required, are filled in.

The County reserves the right to reject any or all bids and also reserves the right to waive any informality in the bids received so long as said waiver is not of a response which is considered to be material and non-waivable pursuant to law.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter of nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

Conditional bids will not be accepted. Bids may be withdrawn prior to the advertised time for the opening of bids or authorized postponement thereof or in accordance with the provisions of N.J.S.A. 40A:11-23.3 discussed below. Bids received after the advertised time shall not be considered. Bidders shall be solely responsible for premature opening or late delivery of bids not properly marked, addressed, or directed.

2. WITHDRAWAL OF BID DUE TO MISTAKE

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to Michael M. Yuska, QPA, Director, Division of Purchasing, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within

five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Michael M. Yuska, QPA, Director of the Division of Purchasing or his designee may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the County's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The County will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

3. QUALIFICATIONS OF BIDDERS AND REQUIRED SUBMISSIONS

The County may make such investigation as it deems necessary to determine the ability of the Bidders to perform the Work, which includes investigation of any and all subcontractors listed with the bid. The Bidder shall furnish any information and data for this purpose as the County may request.

4. INTERPRETATIONS AND ADDENDA

Any explanation desired by a bidder regarding the meaning or interpretation of the Contract Documents must be requested in writing to the County Engineer or Design Professional as the case may be and with reasonable time allowed for a reply to reach bidders before submission of their bids. Any interpretation or instruction made by the County Engineer will be in the form of an addendum to the Contract Documents or clarification and will be furnished to all prospective bidders. Oral explanations or instructions given before the award of the Contract will not be binding. Bidders are required to bring to the attention of the County Engineer, the discovery of any apparent ambiguity, inconsistency, error, discrepancy, omission in the Contract Documents for interpretation and correction at least ten (10) working days before opening of bids with the exception of Saturdays, Sundays and holidays.

All Addenda issued through the Offices of the County Engineer are amendments to the Contract Documents and shall be considered in preparing bids. Same shall become part of the Contract Documents.

Addenda take precedence over all earlier documents and over each other according to the latest date. Addenda unless themselves interpretive remain subject to interpretation the same as any other document incorporated in the Contract.

Addenda may be issued by the County Engineer up to seven (7) working days prior to the opening of bids. Failure of any bidder to receive an addendum shall not

relieve such bidder from the obligation imposed by such addendum. Bidders are to keep themselves currently acquainted with the Contract Documents during the entire bidding period and make inquiry on their own initiative as to issuance of any Addenda. Receipts of all Addenda shall be acknowledged on the “*Acknowledgement of Receipt of Changes*” included in the bid package and must be submitted with the bid.

5. OBLIGATION OF BIDDER TO INSPECT SITE AND CONTRACT DOCUMENTS

At the time of the opening of bids, each Bidder will be presumed to have inspected the site(s) and to have read, and be thoroughly familiar with the Contract Documents. The failure or neglect of any Bidder to receive or examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to its bid.

The Bidder shall examine the contents of the Project Manual and the set of Drawings and assure itself that all pages of the Specifications, Drawings, and other Contract Documents are included in the documents obtained for bidding purposes. Should the Specifications, Drawings, and other Contract Documents be incomplete, the Bidder shall notify the County Engineer in writing, who will supply the Bidder with any missing pages of Specifications, Drawings, or other Contract Documents. The lack of such written notification by the Bidder will be construed as evidence that the Specifications, Drawings, or other Contract Documents supplied it for bidding purposes are full and complete and as a waiver of any subsequent claim to the contrary.

6. BID AND PERFORMANCE GUARANTEE

Each bidder must furnish a Bid Bond, Certified Check or Bank Cashier’s Check in the amount of ten percent (10%) of the Bid. Checks shall be drawn to the order of the County of Union, New Jersey, not to exceed \$20,000.

Each bidder must furnish with the bid a certificate from a Surety Company, i.e. Consent of Surety, stating that in the event of the contract being awarded to said bidder, such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the Work in accordance with the plans and specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this Work. A Performance, Labor and Materials bond will be furnished by the Contractor upon an award of Contract, and will be in the amount of 100% of the contract price.

A one-year Maintenance Bond will be required upon acceptance of the Project by the County in the amount as stated in Section 17 of the General Specifications. Bonds will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel.

N.J.S.A. 40A:11-1.1 et. seq. allows the prime Contractor to furnish the Performance Security for his Subcontractors. The County of Union requires

Performance Security to be furnished by the prime contractor for the entire job in the total amount of the contract.

The County of Union shall award the contract or reject all bids within sixty (60) days; except that the bids of any bidders who consent thereto may, at the request of the County be held for consideration for such longer periods as may be agreed.

The County will return all certified checks or cashier's checks after the proposals have been opened, read, tabulated and checked except those of the three (3) bidders who have bid the lowest total price for carrying out the Project. The County will return the checks of these bidders when a contract is awarded to the successful bidder within ten (10) days after the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and furnish the required bonds, the Bid Bond will be held and used by the County to offset any damages for such refusal or neglect.

7. COMMENCEMENT AND COMPLETION

Work will not commence until a Notice to Proceed is received from the County Engineer.

Upon substantial completion of the Project, the Contractor must request a joint inspection with the County Engineer. Upon completion of this inspection, the County Engineer will prepare a list of incomplete or incorrect items (punch list) and have Contractor initial and date same. The Contractor shall rectify all deficiencies noted on the punch list within 30 calendar days of receipt of the list. The County Engineer may approve extensions for extenuating circumstances.

8. BIDDER AFFIDAVIT

All Bidders are required to complete, sign, and submit with their Bid, the attached "Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders". (See form enclosed)

9. CLASSIFICATION AND QUALIFICATION OF BIDDERS

Pursuant to Ordinance Number 557-2002 as adopted by the County on September 5, 2002, all bidders on contracts for public works shall be classified and qualified in accordance with NJSA 40A:11-25 as well as NJSA 52:35-1 et. seq. (See Section 52 of the General Specifications)

This provision shall not apply to subcontractors.

10. UNCOMPLETED CONTRACTS (BUILDING PROJECTS ONLY)

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Revised: 2016.08.30

The Bidder shall submit a current Classification/Prequalification Certificate and accompanying form(s) indicating the dollar amount of uncompleted contracts, and a notarized and itemized list of these uncompleted contracts in the form provided, with their bid. (See form enclosed)

11. BID SECURITY

All Bidders are required to submit a form of Bid Security with their bids.
(Bid Bond or Certified Funds)

The Bid Security shall be in the amount of ten percent (10%) of the Bid, but not in excess of Twenty Thousand Dollars (\$20,000.00), and payable to the order of the "County of Union."

12. LABOR AND MATERIALS

The prices will cover all costs of any nature incident to and growing out of the Work, including all labor, material, equipment, transportation, loss by damage or destruction of the Project, settlement of damages, and for replacement of defective work or materials. N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and should not be included in the prices provided on the Bidding Sheet.

13. INSURANCE REQUIREMENTS

The County of Union requires all contractors to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the contractor must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

Contractor shall carry and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance, shall be filed with the County prior to commencement of any Work indicating the following:

- a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$5,000,000 per occurrence/\$10,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants shall be included as an additional insured. Coverage is provided on a primary and on-contributory basis to the County of Union, et al.

- b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$5,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
- d) Professional Liability (if design/build): Coverage with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate
- e) Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors & Omissions (if project involves environmental hazards): Coverage with limits no less than \$1,000,000 per occurrence or claim/\$2,000,000 aggregate.
- f) Builders Risk (for major renovations): During the course of construction utilizing an "All Risk" coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14. INDEMNIFICATION REQUIREMENTS

The County of Union requires all bidders to accept the following indemnification requirements in the event the County accepts their bid. The Contract awarded by the County to the successful bidder will contain the following provision:

"To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the owner and the owner's consultants, agents, representatives, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses arising out of or resulting from the performance of the Contractor's work under this contract, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Contractor, anyone directly or indirectly employed or retained by the Contractor,

or anyone for whose acts the Contractor may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder provided it is not caused by the sole negligence of a party indemnified hereunder. Contractor shall further indemnify and hold harmless the County and the County's consultants, agents, representative, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses, arising out of or resulting from performance of the work, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the County or the County's consultants, agents, representatives, or employees and arises out of this project and provided such claim, damage, loss, cost, or expense is not caused by the sole negligence of a party indemnified hereunder."

15. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

16. PLANS AND SPECIFICATIONS

In carrying out the Work, the plan(s) and the specifications will be followed by the Contractor. Minor alterations in the plan may be made or permitted by the County Engineer from time to time and, if no additional Work is necessary, there will be no additional charge for carrying out such minor alterations.

The Contractor shall provide the County Engineer a set of reproducible as-built drawings upon completion of the Project. The Contractor shall maintain an updated construction progress plan in the Project field office at all times.

When applicable, The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended, and Supplemental Specifications for State Aid Projects, herein after referred to as the "Standard Specifications", are made a part of these specifications and contract for the improvements, and will govern the construction of this Project, the material used and the execution of this Project, except as revised and modified herein. The references to these specifications are given herein for the purpose of aiding in the rapid location of the description of the various items herein specified. The entire Work must be carried on and completed to the satisfaction of the County. The Standard Specifications are amended as follows:

"Any reference to the Commissioner, Department, Department Laboratory, Engineer or Inspector should be redefined to be the County of Union".

17. GUARANTEE AGAINST DEFECTIVE WORK

Prior to final payment being made or before the release of the performance security required by Section 3 above, the Contractor and Surety shall execute and deliver to the County an original Maintenance Bond with an original signature and seal having a penal sum equal to:

- A) One hundred percent (100%) of the final adjusted Contract amount, if such amount is \$50,000.00 or less;
- B) Fifty percent (50%) of the final adjusted Contract amount, if such amount be greater than \$50,000.00 but less than \$250,000.00; and,
- C) Twenty-five percent (25%) of the final adjusted contract amount, if such amount is \$250,000.00 or more.

The Bond and Surety shall be satisfactory to the Union County Counsel. The Surety shall hold a Certificate of Authorization to do business in the State of New Jersey and shall conform to P.L. 1995 c.384, codified as N.J.S.A. 2A:44-143, 144. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A: 44-143, 144, shall be attached to the Bond. Such Maintenance Bond shall remain in full force and effect for a period of one (1) year from the date of Final Completion. Such Maintenance Bond shall also provide that the Contractor and the Surety guarantee to replace for the said period of one (1) year from the date of Final Completion, all Work performed and/or all materials furnished that were not performed or were not furnished in accordance to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year. If, during that period, any part of the Project, in the judgment of the Engineer, is found defective, the Contractor will repair or replace same within five (5) days of receipt of notice from the County Engineer. If the Contractor refuses or neglects to do such Work in the time specified, the County Engineer may have the Work done by others and the Contractor or his Surety thereof will pay the cost.

The Contractor will furnish the County a Maintenance Bond for a percentage of the final adjusted contract price, as stated above. The one (1) year period will start the day of Final Completion of Project by the County. Final payment is conditional on the receipt of a maintenance bond in a form acceptable to County Counsel.

18. TRAFFIC AND STREET MAINTENANCE

The Work must be started and performed by the Contractor in such a manner as to minimize delays to the traveling public. It must be completed in a timely fashion, with little or no inconvenience to traffic and pedestrians, where such inconvenience may be avoided.

All municipal, county, and state roadways shall remain open to traffic unless otherwise provided for in the technical specifications.

If modified traffic patterns are authorized in order to provide a safe working or traveling environment, the Contractor is responsible for providing all equipment, barrels, cones, signs, and barricades to implement the work zone and detours, unless otherwise specified in the technical specifications. All work zones and detours shall be established in accordance with the technical plans and specifications if provided or in strict compliance with the current version of the Manual for Uniform Traffic Control Devices (MUTCD). The Contractor shall obtain approval for these work zones and detour plans from the Municipal Police or applicable police agency and the Union County Bureau of Traffic Maintenance prior to implementation.

All traffic control plans shall provide for safe movement of vehicular, bicycle, and pedestrian traffic. Particular attention shall be given to requirements of the Americans with Disabilities Act.

No portion of any street or alleyway may be used for the storage of any materials or equipment without the approval of the Municipal Police or other applicable police agency. Sidewalks, gutters, drains, fire hydrants and private drives shall be maintained for their intended use unless specifically approved by the County Engineer.

Upon suspension of Work, at the end of the day or for protracted periods, the Contractor shall remove all rubbish and materials from the Work site to the approved storage/staging location. All road cuts, saw cuts, and trenches that may pose hazard to vehicular, pedestrian, or bicycle traffic, to include handicapped users, shall be filled to the surface of the roadway or sidewalk. At no time will steel plates or settled trenches be allowed at the daily suspension of Work, unless specifically approved by the County Engineer.

Use of Traffic Control Officers shall be determined by the County in accordance with the provisions of N.J.S.A. 40A:11-23.1(c). If applicable to the Project, the County shall have provided an allowance for same as set forth in the Bid Form.

With respect to pedestrian traffic, the Contractor shall install signs restricting access of the general public and, as necessary, Union County employees to the area of construction. The Contractor shall provide safe access to required areas and place physical barriers to restricted areas. These barriers may range from caution tape to actual barriers, at the direction of the County Engineer.

19. CONTRACTOR'S EMPLOYEES

The Contractor must employ only suitable and competent labor in the Work, and must remove from the Work any incompetent, unsuitable, or disorderly person upon complaint from the County Engineer.

The parties to any contract resulting from this proposal do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 (discrimination in employment on public works contracts): 34:11-56.25 et seq. (payment of prevailing rate of wages determined pursuant to N.J.S.A. 34:11-56.30 by the Commissioner), and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of any contract and are binding upon them.

There will be no discrimination against any employee who is employed in the Work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

20. OWNERSHIP DISCLOSURES REQUIRED

Pursuant to P.L. 1977, N.J.S.A. 52:25-24.2, the Bidder shall submit with its Bid, or prior to receipt of bids, a statement setting forth the names and addresses of all stockholders in the corporation or partnership bidding who own ten percent (10%) or greater interest therein. (See forms attached)

21. NON-COLLUSION AFFIDAVIT

The Bidder shall submit with its bid either the attached completed "Non-Collusion Affidavit" or a statement of non-collusion with verbiage similar to same.

22. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCES

The successful bidder shall be required to complete and submit an Initial Project Workforce Report, New Jersey Department of Treasury Form AA-201, upon notification of award. Failure to submit this completed form may result in the Contract being terminated.

The successful bidder shall also be required to submit a copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the Board.

23. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56a.25 et seq, requires that the following additional conditions be strictly followed. The bidders represent that he is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Industry as one who failed to pay prevailing wages in accordance with the provisions of this Act. The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64.

A Copy of the Prevailing Wage Rates is attached for your reference. Applicable rates are those wages and fringe benefit rates in effect on the date the contract is awarded. All predetermined rate increases listed at the time the contract award must also be paid, beginning on the dates specified. Rates may change between the time of issuance of this determination and the award of the public works contract. Therefore, prior to the award of the contract, verification must be made with the Public Contracts section, to insure that the rates contained in this determination are still prevailing.

The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of Work, or such portion thereof that relates to the failure to pay prevailing rates of wages. In such event or under the terms of N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation.

The Contractor or subcontractors for this Project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the Work or at such place or places as are used by them to pay workmen their wages.

The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment. Prevailing wage rates may be obtained from the New Jersey Labor, Division of Workplace Standards, Public Contracts Section, (609-292-2259).

In addition to compliance with the New Jersey Prevailing Wage Act, the County requires compliance with procedures established by Resolution No. 2014-0408 adopted by the Union County Board of Chosen Freeholders on May 8, 2014. The resolution is furnished in Section 53 of these General Specifications.

UNION LABOR IS PREFERRED ON ALL COUNTY WORK

The foregoing reference to specific laws will not be deemed to be a limitation of obligation of the Contractor to perform his obligations in full compliance with the provisions and requirements of all federal and state statutes and local ordinances applicable to the Work to be done under the contract.

It is agreed and understood that any contracts and/or orders placed as a result of this proposal will be governed and construed and the rights and obligations of the parties hereto will be determined in accordance with the laws of the State of New Jersey.

Upon completion of the Work, the Contractor will furnish a Certification of Compliance with the New Jersey Prevailing Wage Act. The certificate in a form acceptable to County Counsel is a condition of the final payment. (See form attached)

24. BRAND NAME OR EQUAL

When the Specifications, Forms, and other Contract Documents use “brand name or equivalent” or similar language, the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the goods or services being requested. Where a bidder attempts to submit an equivalent product for a brand name, it shall be the responsibility of the bidder to fully describe and document the product to be provided with the bid in order to establish the equivalence claim.

- A. If the Bidder proposes to offer substitute goods as an equal to those specified herein, the bidder shall so indicate with the Bid Proposal. For the purposes of this paragraph, a proposed item shall be considered equal to goods specified herein if:
 - 1. The County, in its sole discretion, determines that: (i) the goods conform substantially, even with deviations, to the brand name goods specified herein; (ii) the goods are equal to or greater than the brand name goods specified herein in terms of quality, durability, functionality, appearance, strength and design; (iii) the goods are capable, at least as well as the brand name goods specified herein, or performing with existing equipment; and (iv) the goods do not cost the County more than the brand name goods specified herein costs the County.

- B. To offer substitute goods as an equal to those specified herein, it is necessary that:
 - 1. The Bidder submits sufficient information with its bid to permit the County to determine that the goods are

equivalent to the brand name goods specified herein, including, but not necessarily limited to the brand, catalog number and specifications/data sheets;

2. The Bidder fully identifies and describes the variations of the goods from the brand name goods specified herein on a separate sheet that is to be submitted with the bid proposal. Bidder's literature WILL NOT suffice in explaining exceptions to these specifications.
 3. The Bidder certifies that the goods (i) are similar in substance to the brand name goods specified, and (ii) are suited to the same use as the item specified;
- C. The County shall be allowed a reasonable time within which to evaluate the Bidder's proposal to offer substitute goods as an equal to those specified herein. The County shall be the sole judge of acceptability. No "or-equal" goods shall be ordered, delivered, assembled, set-up or utilized until the County's evaluation is complete. The County's determination as to equivalency shall be deemed final and absolute.

In the event the Bidder does not provide sufficient supporting documentation with the bid, it will be presumed and required that the brand name goods and services as described in the specifications will be provided.

25. LINES AND GRADES

Normally, horizontal and vertical control points will be provided in the technical specifications. All other surveying will be the responsibility of the Contractor unless otherwise noted.

26. NUMBER OF WORKING DAYS

In accordance with NJSA 40A:11-17, the Work for the within Project shall be completed as specified on the Time of Completion Form. See form attached.

There shall be taken a deduction from the contract price, or any wages paid by the County, to any inspector(s) necessarily employed by it on the Work, for any number of days in excess of the number allowed in the specifications.

27. PROMPT PAYMENT OF CONSTRUCTION CONTRACTS (NJ Prompt Payment Act)

Pursuant to NJSA 2A:30A-1 et. seq., payment to the Contractor, other than for Work done pursuant to a contact allowance, where applicable, shall be processed and paid as follows:

1. All contractor bills shall be either approved for payment, or notice provided as to why the bill or any portion of it will not be approved by the representative(s) of the governing body no later than the public meeting following 20 calendar days of the billing date as defined in the statute.
2. If the billing is approved, said bill shall be paid in the payment cycle following the meeting.

28. STOPPING WORK ON ACCOUNT OF BAD WEATHER

Work must only be performed in weather suitable for the type of construction planned or underway. Extremes in temperature, humidity, precipitation, evaporation, etc. can detrimentally affect the constructed product. Refer to the Standard and Technical Specifications for specific items.

29. ACCESS FOR OTHER CONTRACTORS

The Contractor for this Work will give proper access to other contractors who may be employed upon the Project and must not hinder or delay unnecessarily any Work that may be progressing under other contracts.

30. CONDEMNED MATERIALS AND WORK

Any materials and or part of the Work that may be condemned by the County Engineer will be removed and replaced by the Contractor or otherwise rectified, as may be directed by the County Engineer. No payment will be made upon the Work until such faulty work has been made good as may be directed. In the event the Contractor refuses or neglects to make good such faulty work, he will be deemed to have abandoned the contract and proceedings may be taken against him as provided herein.

31. STORAGE

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and the County may offer available space, if any, for storage of such materials or equipment. The Contractor shall use said space only for such purpose. Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause

whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

32. FINAL CLEAN UP

Upon completion of the Work, the Contractor will remove all equipment, unused materials, rubbish, etc., and will repair, or replace in an a manner acceptable to the County Engineer, all areas that may have been damaged in the prosecution of the Work. Same shall be a condition precedent to final payment. Should said Contractor fail to comply with this requirement, the County shall undertake the clean-up with its own forces and charge the cost of same against the Contractor's contract balance.

33. SUB-LETTING OF WORK

Except for the List of Subcontractors, pursuant to NJSA 40A:11-16 (See form attached), no portion of the Work will be sublet by the Contractor to any other entities, except with the consent of the County Engineer. A complete list of subcontractors must be submitted to the County Engineer at the preconstruction meeting. If the job does not warrant a preconstruction meeting, the Contractor must submit such list prior to the start of Work.

All Subcontractors will be subject to NJSA 34:11-56 et al.

N.J.S.A. 40A:11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of Work: plumbing and gas fitting and all kindred work, steam and hot water heating, ventilating apparatus, steam power plants and kindred work, electrical work, ornamental iron work, and structural steel. In addition, the County may require the identification of specific additional subcontractors. If these trades are expected to be part of the contract, such subcontractors should be listed on the "Subcontractor Identification Statement List of Subcontractors" and Bidder shall certify same on the accompanying sheet titled "Subcontractor Identification Certification". (See forms attached) **Bidder's failure to submit these two forms shall be considered a material defect and result in rejection of Bidder's bid.** Substitutions of any listed subcontractors pursuant to NJSA 40A:11-16 will not be permitted except with the consent of the County Engineer.

34. SAFETY

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit to the site, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall make available to the Contractor's employees, subcontractors, the County Engineer, and the public, all information pursuant to OSHA 29 CFR Part 1926.59 of The Hazard Communication Standard 29 CFR 1910.1200, and shall also maintain a file on each job site containing all Material Safety Data Sheets (MSDS) for products in use at the Project. These Material Safety Data Sheets shall be made available to the Engineer upon request.

The Contractor shall at all times conduct the Work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Commerce shall be observed.

35. QUALITY, SAFETY AND PERFORMANCE STANDARDS

All goods and services must be constructed and provided with the highest quality materials and workmanship. It is the intent of these specifications that only equipment equal to, or exceeding, the standard specified will be acceptable in order to protect the safety of the occupants of the Building.

36. MATTERS NOT MENTIONED IN CONTRACT DOCUMENTS

Any Work, material, or method, not specifically described in these specifications, but shown upon the plans of the Work, will be carried out as shown on said plan.

37. PERMITS

The Contractor will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted Work.

38. CONTRACTOR TO PROVIDE PROOF OF PAYMENT

Upon the completion of the Work, the Contractor will furnish a General Release as proof that all claims for labor, materials, etc., have been settled by the Contractor. The General Release, in a form acceptable to County Counsel, is a condition of final payment.

39. CHANGE ORDERS

Change Order Procedures shall comply with *N.J.A.C. 5:30-11.1 et seq.*, "Change

Orders and Open End Contracts” and subsequent provisions of the New Jersey Administrative Code.

40. SUPPLEMENTAL WORK

In case any supplemental work is necessary, it will be performed by the Contractor at a price fixed by agreement between the Contractor and the County Engineer and approved by the County as specified in Section 38. The Contractor will do no supplemental work on any character, for which the Contractor will demand pay, except upon the written order of the County.

41. FORM OF CONTRACT

Contracts will be let on the attached Form of Agreement Between County (“Owner”) and Contractor (AIA 101), and General Conditions (AIA 201), as supplemented.

The Contract will be subject to all statutory provisions on the matter of Public Works, Public Contracts, The Law Against Discrimination, the Laws Governing Affirmative Action and Prevailing Rates of Wages under the laws of New Jersey.

The Agreements shall be executed by both parties not later than twenty-one (21) days from the date of the award by the County (Sundays and holidays excluded); however, such time frame may be extended by agreement of the parties.

42. PROGRESS PAYMENTS

Monthly progress payments will be made based on the value of labor and materials incorporated in the Work and of materials suitably stored at the site. An itemized schedule of values shall be submitted with each Application for Payment.

(Refer to the Owner/Contractor Agreement for Retainage and other conditions pertaining to payment and the application of NJSA 2A:30A-1 et. seq.)

All Applications for Payment shall be accompanied by paid invoices for materials incorporated in the Work and for materials suitably stored at the site, and affidavit(s) by Subcontractors whose Work was included in the next to the last application to the effect such Work and such materials have been paid for.

No payment shall be made without Contractor having provided all submittals set forth in this Section, and the approval of same by the County.

For contracts exceeding \$100,000.00, monthly payments will be made on the Work to the extent of 98% of the value of the Work done which is considered to be retainage.

For contracts less than \$100,000.00, monthly payments will be on the Work to the extent of 90% of the value of the Work done. In lieu of the retainage, the Contractor will, at his option, deposit with the County Counsel negotiable bearer bonds of the State of New Jersey or any political subdivision thereof, equal to the amount otherwise withheld as retainage.

When the Project is completed, the final cost of the Project will be based on actual quantities of authorized Work done under each item scheduled in the bidding sheet and approved Change Orders, if any. The money due to the Contractor as determined by said final certificate after deduction of previous monthly payments on account, will be paid to the Contractor in accordance with the terms of the contract dealing with Prompt Payment, providing, however that before such final payment is made, all outstanding claims against the Contractor must be satisfied. Before final payment is released, the Contractor must furnish: **a)** Maintenance Bond (see Section 17 of these general specifications); **b)** Certification of Compliance, New Jersey Prevailing Wage Act (see Sections 23 & 53); and **c)** General Release (see Section 38) in a form satisfactory to County Counsel; **d)** complete set of as-built plans in the latest AutoCad on compact disc; and **e)** a complete set of in-progress photos in jpg, jpeg, or bmp digital format on a compact disc.

43. INSPECTION

The Work must be done in accordance with the plans and specifications, and will be inspected by the County Engineer. An inspector may be placed upon the Work at any time by the County Engineer to see that the plans, specifications, and instructions of the County Engineer are carried out. In connection herewith, bidders are referred to N.J.S.A. 40A:11-17.

44. DAMAGES

The Contractor will be held responsible for all damages that may occur to Work, or to persons or property by reason of the nature of the Work or from the elements, or by reason of inadequate protection of the Work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the Work until all suits or claims for damages sustained on, or by reason of, this Work will have been settled by the Contractor.

The construction and final completion of this Work will be guaranteed by the Contractor. Any damages that may be done to the Work or any part thereof, by the elements or otherwise, during its construction, will be made good by the Contractor.

45. LIQUIDATED DAMAGES

If the Project is not completed within the time specified herein or within such further time as may have been granted by the County Engineer, then the Contractor hereby agrees to pay to the County as liquidated damages, but not as a penalty, \$1,000.00 per day for each and every calendar day that he is in default on time to complete the Work. The said sum will be deducted from moneys due the Contractor and if the damages exceed this amount, then the Contractor or his Surety Company will pay the excess. These damages may be waived at the option of the County.

46. AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT B (Revised 4/10)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

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47. INVESTMENT ACTIVITIES WITH IRAN

Pursuant to P.L. 2012, c.25, codified as NJSA 52:32-55 *et seq.*, prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

48. COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT - (NJSA 34:11-56.48 *et. seq.*)

Pursuant to the above-referenced law, Bidders are required to be registered with the New Jersey Department of Labor and to possess a current certificate by said Department indicating compliance with the Act prior to the time and date that bids are received. Bidders are notified of this requirement of their compliance. Such certificates or applications shall also be provided for each Subcontractor furnishing plumbing and gas fitting, steam and hot water heating and ventilating apparatus, and all kindred work, steam power plants and kindred work, electrical work, structural steel and ornamental iron work, and such other subcontractors as the specifications require relative to prior identification.

49. UTILITIES

Attention of the bidder is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the Work are shown on the plans and described herein. The accuracy and completeness of this information is not guaranteed by the County Engineer and the bidder is advised to ascertain for himself all the facts concerning the location of these and other utilities.

The Contractor will not proceed with his Work until he has made diligent inquiries of all public utility and municipal officials to determine the exact location of all underground structures and pipes within the site of the Project. The Contractor will notify utility owners not less than ten (10) days in advance of the time he proposes to perform any Work that will endanger or affect their facilities in compliance with **New Jersey One-Call**. In excavating in any part of the Work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private - without the concurrence of the owner and the County Engineer. The Contractor will, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final acceptance of the Work.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the Project as planned, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the Work in order to relocate or protect their facilities and not hinder or delay unnecessarily the Work of the owners in moving same. No extra allowance of payment will be made to the Contractor for the use of any materials,

equipment, etc., or for the performance of any Work in connection with the moving of said structures unless the Contractor is specifically ordered by the County Engineer to furnish such materials, equipment, or services. If directed by the County Engineer to do any Work or furnish any materials or equipment, payment will be allowed the Contractor in accordance with the unit prices bid for such Work, or, if such items are not scheduled in the proposal, such Work shall be allowed "Supplemental Work" as provided in Section 39 of these general specifications. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers are listed in the beginning of the Technical Specifications.

50. MATERIAL COMPLIANCE AND SHOP DRAWINGS

The Contractor will require the manufacturer or supplier to furnish three (3) copies of Certification of Compliance with each delivery of materials, components and manufactured items for the Project. Two (2) copies will be furnished to the County Engineer; one copy will be retained by the Contractor. Certificates of Compliance will contain the following information:

1. Project to which material is consigned;
2. Name of the Contractor to which the material is supplied;
3. Kind of material supplied;
4. Quantity of material represented by the Certificate;
5. Means of identifying the consignment, such as label marking, seal number, etc.;
6. Date and method of shipment;
7. That the material is in conformity with the pertinent specifications stated in the certificate; and
8. Signature of a person having legal authority to bind the supplier.

The Contractor will submit to the County Engineer for his approval five (5) copies of complete and fully detailed shop or working drawings for those items listed in the beginning of the technical specifications.

Each drawing will identify the name of the job, location and Contractor.

All drawings will be approved in accordance with the standard specifications. Refer to the Technical Specifications for specific items.

All materials or articles used in the Work will be of American manufacture, insofar as same are available, in conformance with N.J.S.A. 40A:11-18.

51. PRECONSTRUCTION

In order to provide full coordination of this Project among the parties concerned, the County Engineer will arrange for a preconstruction meeting between the Contractor,

County Engineer and other interested parties as soon as possible after the contract is executed. At this meeting the Contractor will present his proposed schedule of Work which shall be subject to review and approval of the County through its designated representatives.

52. DISPUTES UNDER THE CONTRACT

A dispute arising under the Contract shall be submitted in writing to the County Engineer with all facts and supporting data. The County Engineer will review the dispute and issue his decision or request additional facts or documentation after which he will render his decision.

In the event the dispute is not then resolved, the matter shall, pursuant to law, be submitted to mediation before being submitted to a court of competent jurisdiction venued in Union County.

The County Engineer will notify the County Counsel when a matter is to be submitted to mediation. The County Counsel will communicate with the parties and inform them of the procedures to be followed in making such a submission.

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**53. ORDINANCE NO. 557-2002 ADOPTED ON SEPTEMBER 5, 2002
BY THE BOARD OF CHOSEN FREEHOLDERS**

Ordinance No. 557-2002 adopted on September 5, 2002 by the Board of Chosen Freeholders on Preclassification of Bidders by the NJDPMC (**if applicable**) pursuant to Ordinance No. 557-2002, the County of Union requires all bidders on projects for the construction, reconstruction, demolition, alteration, repair or maintenance of public buildings to be preclassified by the State of New Jersey, Department of Treasury, Division of Property Management and Construction ("DPMC").

Bidders must provide proof of classification in the form of a Certificate/Notice of Classification from the DPMC showing a sufficient aggregate rating to cover their bid amount, which is active on the date of receipt of these bids. Further, Bidder must also provide proof of preclassification in the applicable/appropriate trade code necessary for Work on the Project.

AN ORDINANCE IN ACCORDANCE WITH N.J.S.A. 40A:11-25 ESTABLISHING REASONABLE REGULATIONS APPROPRIATE FOR CONTROLLING THE QUALIFICATIONS OF PROSPECTIVE BIDDERS UPON CONTRACTS TO BE AWARDED ON BEHALF OF THE CONTRACTING UNIT, BY THE CLASS OR CATEGORY OF GOODS AND SERVICES TO BE PROVIDED OR PERFORMED AND FIXING THE QUALIFICATIONS REQUIRED ACCORDING TO THE FINANCIAL ABILITY AND EXPERIENCE OF THE BIDDERS AND THE CAPITAL AND EQUIPMENT AVAILABLE TO THEM PERTINENT TO AND REASONABLY RELATED TO THE CLASS AND CATEGORY OF SERVICE TO BE PERFORMED IN THE PERFORMANCE OF ANY SUCH CONTRACT.

WHEREAS, N.J.S.A. 40A:11-25 provides that the governing body of any contracting unit may establish reasonable regulations appropriate for controlling the qualifications of prospective bidders upon contracts to be awarded on behalf of the contracting unit, by the class or category of goods and services to be provided or performed; and

WHEREAS, N.J.S.A. 40A:11-25 also states that the regulations established by the governing body may fix the qualifications required according to the financial ability and experience of the bidders and the capital and equipment available to them pertinent to and reasonably related to the class and category of service to be performed in the performance of any such contract; and

WHEREAS, N.J.S.A. 40A:11-25 also requires that prior to the adoption of any such regulations, a contracting unit shall submit them to a public hearing and notice and a general description of the subject matter shall be published in not less than two newspapers; and

WHEREAS, N.J.S.A. 52:35-1 et seq. and 18A:18A-27 et seq. establish qualifications for the experience and financial abilities of bidders and the capital and equipment available to them relative to the specific services to be performed; and

WHEREAS, currently state officials, under the Department of Treasury, Division of Property Management and Construction, classify all prospective bidders as to the character and amount of public works on which they shall be qualified to submit bids and bids shall be accepted only from persons qualified in accordance with such classifications; and

WHEREAS, application for classification is open to all Contractors, regardless of the size of the business; and

WHEREAS, classification is based on general standards equally applicable to all Contractors; and

WHEREAS, classification is expressed in terms of trade and an aggregate rating determined on the basis of experience, financial ability, equipment and capital; and

WHEREAS, generally aggregate ratings can range from 0 to \$200,000.00; and

WHEREAS, the County of Union will determine the aggregate rating it will require on contracts depending on the size and expense of the Project, but at no time shall the required aggregate rating exceed \$25,000,000.00 for any one project; and

WHEREAS, such provisions are of considerable benefit to the County and to bidders by insuring that such bidders have the requisite experience, expertise and resources necessary to effectively perform the terms and conditions of the contract:

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Union that it formally adopts as **Policy** that all prospective bidders for building construction projects be classified in accordance with the Department of Treasury – Division of Property Management and Construction pursuant to N.J.S.A. 52:35-1 et seq. and N.J.S.A. 18A:18A-27 et seq.

BE IT FURTHER ORDAINED that the Board of Chosen Freeholders of the County of Union hereby adopts the classification of bidders by the New Jersey Department of Treasury, Division of Property Management and Construction as a reasonable regulation for controlling the qualifications of prospective bidders upon contracts to be awarded for construction on behalf of the County of Union.

BE IT FURTHER ORDAINED that the provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

BE IT FURTHER ORDAINED that a public hearing shall be held on this ordinance on September 5, 2002 at the meeting of the Board of Freeholders, County Administration Building, Elizabeth, New Jersey.

BE IT FURTHER ORDAINED that the Clerk of the Board of Freeholders of the County is hereby directed to publish and post notice of this ordinance as required by law.

BE IT FURTHER ORDAINED that within 10 days hereof the Clerk of the Board of Freeholders of the County shall forward certified copies of this ordinance to the County Manager, Director of Finance, County Counsel, and Division of Local Government Services.

This ordinance shall take effect twenty (20) days after final adoption and publication in accordance with applicable law.

54. CONTRACTOR BUSINESS REGISTRATION CERTIFICATE New Mandatory Requirement -Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each subcontractor must be provided prior to the award of bid. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web version provided by the NJ Division of Revenue, or

Register online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A NJ Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of contract shall be cause to reject the bid.

FAILURE of the bidder or any subcontractor named on the bid to be registered prior to the receipt of bids is cause for a **MANDATORY REJECTION** of bids. (A NON-WAIVABLE DEFECT). This covers construction Work as well as non-construction bids.

IN ADDITION:

N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract:

- 1) the Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;

- 3) prior to receipt of final payment from a contracting agency, the Contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into this State.

A Contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

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55. BID PROTEST – LEGAL FEES AND COSTS

In the event a Bidder unsuccessfully challenges a Bid Submission by filing an action in a court of law concerning same, said Bidder shall be responsible for payment of reasonable legal costs and fees incurred by the County relating to said protest.

56. AMERICAN GOODS AND PRODUCTS WHERE POSSIBLE

Bidder shall comply with the requirements of NJSA 40A:11-18 and use only manufactured and farm products of the United States, wherever available, for the Project.

57. NEW JERSEY PAY-TO-PLAY REQUIREMENTS

This Contract is required by law to be publicly advertised for bids. As such, lists of political contributions pursuant to NJSA 19A:44A-1 et. seq. are NOT REQUIRED to be provided with the bids.

58. STATEMENT OF EQUIPMENT TO BE USED IN CONSTRUCTION

Pursuant to NJSA 40A:11-20 entitled Certificate of Bidder Showing Ability to Perform Contract, the County requires a Certification from all bidders submitting a bid showing that the Bidder owns, leases, or controls all necessary equipment required by the Project Plans and Specifications. All bidders shall provide this information at the time of the bid opening using the attached form entitled, "CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT".

If the Bidder is not the actual owner of the equipment, it shall state the source from which the equipment will be obtained and shall attach a certificate from the owner or person in control of the equipment demonstrating that the equipment owner has granted the Bidder control of the requisite equipment during such time as may be necessary for completion of the portion of the contract for which the equipment is necessary.

59. NEW JERSEY SALES AND USE TAX REQUIREMENTS,

Contractors are required to comply with the following:

New Jersey Sales and Use Tax Requirements: All contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (NJSA 54:32B-1 et. seq.), regardless of whether the tangible personal property is intended for a contract with the contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control

of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. NJSA 52:32-44(g)(3).

ALFRED J. FAELLA
COUNTY MANAGER

LAURA M. SCUTARI, QPA, MPA
DIRECTOR / DIVISION OF PURCHASING

BID DOCUMENT SUBMISSION CHECKLIST

ALL SIGNATURES AND SEALS SHALL BE ORIGINALS UNLESS OTHERWISE SPECIFIED
BID SHEETS SHOULD NOT BE SUBMITTED DOUBLE SIDED PAGES, (SINGLE SIDE ONLY)

EACH BIDDER SHOULD COMPLETE THIS FORM AND INITIAL EACH ENTRY.

DATE COMPLETED: _____

PLEASE SUBMIT BID DOCUMENTS ON SINGLE SIDED PAPER ONLY, WITH THE EXCEPTION OF THE SURETY AND BID BOND DOCUMENTS.

IN ACCORDANCE WITH THE BID SPECIFICATIONS I HAVE REVIEWED, COMPLETED / EXECUTED AND INCLUDED THE FOLLOWING FORMS:

_____ Bid Form Page (**Signed, Dated and Bid on all alternatives applicable to the Work**).

_____ Security in the form of:

_____ Bid bond in an amount equal to 10% of the total amount of this bid not to exceed \$20,000.00; or

_____ Certified check or cashier's check in the amount of 10% of this bid not to exceed \$20,000.00

_____ Consent of Surety form signed by a Surety Company if the total amount of your Bid is over \$36,000.00. If your bid is accepted, the Surety Company that provided the Consent shall be required to furnish a Performance, Labor and Materials Bond in the amount of 100% of the award of the contract.

The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. In lieu of the Consent of Surety you may submit a Certified Check in the full amount of the bid.

_____ STATEMENT OF BIDDER OWNERSHIP. Pursuant to N.J.S.A. 52:25-24.2, which includes **BOTH** of the following documents:

- Bidder Signature Page
- Bidder Disclosure Statement (**Fill out 2 pages completely**)

_____ SUBCONTRACTOR IDENTIFICATION. Pursuant to N.J.S.A. 40A:11-16, which includes **BOTH** of the following documents:

- Subcontractor Identification Statement: List of Subcontractors (**only for certain types of work**)
- Subcontractor Identification Certification

_____ Acknowledgement of Addendum form: (**This form is to be used only when an addendum has been added to the specifications**).

_____ A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** should be included with the bids as it must be received by the County prior to the award of the contract. The BRC provided must show that the Bidder was registered at the time of receipt of bids or the bid will be rejected.

- _____ A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate (“BRC”)** of all named or listed subcontractors (List of Subcontractors) in a Construction bid should be included with the bid as the BRC(s) must be received by the County prior to the award of the contract. Each subcontractor’s certificate provided must show that the subcontractor was registered at the time of the receipt of bids or the bid will be rejected.
- _____ Affirmative Action Requirement
- _____ Experience Statement
- _____ Certificate of Bidder showing ability to perform Contract
- _____ Non-Collusion Affidavit – Fill out completely and notarize
- _____ Certificates from New Jersey Department of Labor – Public Works Contractor Registration Act. **(Only for certain types of work)**
- _____ Federal Attachments **(If applicable)**
- _____ NJDPMC Certificate / Notice of Classification **(If applicable)**
- _____ Americans with Disabilities Act
- _____ Statement of Bidder’s Qualifications
- _____ Contractor Performance Record
- _____ Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders
- _____ Prior Negative Experience Questionnaire
- _____ Contractor’s Certification of Compliance – New Jersey Prevailing Wage Act
- _____ Uncompleted Contracts Affidavit **(For Bidder, if applicable) MUST ALSO PROVIDE DPMC FORM 701**
- _____ Certificate of Insurance Statement
- _____ Collection of Use Tax on Sales to Local Government Statement
- _____ Time of Completion
- _____ Disclosure of Investment Activities in Iran form

I HAVE TAKEN THE FOLLOWING ACTIONS:

- _____ Visited the site and attended the Pre-Bid Meeting **(Where applicable)**
- _____ Reviewed the Contract Documents (including any permits the County or its professionals may have obtained), Work, Site, Locality, and Local Conditions and Laws and Regulations that in any manner may affect Cost, Progress, Performance or Furnishing of Work.
- _____ Reviewed Bond Requirements
- _____ Provided Proof of Compliance with New Jersey Prevailing Wage Act
- _____ Reviewed Form of Owner/Contractor Agreement and General Conditions to the Contract

NOTE: QUESTIONS PERTAINING TO THIS BID ARE TO BE DIRECTED TO DIVISION OF ENGINEERING AT 908-789-3675

BIDDING DOCUMENTS

The Bidding Documents consist of the following items:

- **ADDENDA, if issued**
- **CLARIFICATIONS, if issued**
- **INSTRUCTION TO BIDDERS**
- **BID FORM**
- **OWNER-CONTRACTOR AGREEMENT (AIA 101) AND GENERAL CONDITIONS (AIA 201)**
- **SPECIFICATIONS:** As outlined in the Table of Contents and included in the Project Manual.
- **DRAWINGS:** As per List of Drawings, indicated on the Project Title Sheet.

Bidder's Name _____

BID FORM

I/We have carefully examined the plans, specifications, and advertisement for bid for the

**EMERGENCY GENERATOR INSTALLATION – JOHN H. STAMLER POLICE ACADEMY
1776 RARITAN ROAD, TOWNSHIP OF SCOTCH PLAINS, COUNTY OF UNION, NEW JERSEY
FEDERAL PROJECT NUMBER: FEMA-DR-4086-NJ-333-F
BA #7-2017; Union County Engineering Project #2013-015**

that is on file in the Union County Division of Engineering. I/We have inspected the site of the work and will contract to do all the work and furnish all materials mentioned in said plans and specifications. Work will be accomplished in the manner prescribed therein.

TOTAL LUMP SUM:

Written

Figures

BID CONTINGENCY: (To be used if and when directed by the County)

FIFTEEN THOUSAND DOLLARS

\$15,000.00

Written

Figures

TOTAL LUMP SUM PLUS BID CONTINGENCY AMOUNT:

Written

Figures

NOTE: Bid Contingency may include one-half of one percent of contract amount set aside for local training if and when directed by the County.

Bidder's Name _____

CONSENT OF SURETY
TO ACCOMPANY PROPOSAL (BID)

_____ (hereinafter called Surety), organized and existing under the laws of the State of _____ duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certifies and agrees that if the contract for which the attached proposal is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work and labor or the supplying of certain materials, or both, as more particularly set forth in said proposal and described for purposes of this instrument as a proposal for _____ to the COUNTY OF UNION and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance, labor and material payment and will provide the Contractor with a performance, labor and material payment bond in the full amount of the contract price.

NOTE:
Expiration date
Needed if Annual
Surety

NAME OF INSURANCE COMPANY
ADDRESS: _____

ORIGINAL SIGNATURE
ATTORNEY-IN-FACT FOR INSURANCE CO.

NOTE: PROOF OF AUTHORITY OF OFFICERS OF SURETY COMPANY TO EXECUTE THIS DOCUMENT MUST BE SUBMITTED.

BIDDER SIGNATURE PAGE

THE BIDDER MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE:

1. If doing business under a **trade name, partnership or a sole proprietorship**, you must submit the bid under exact title of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner**, or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by a **Corporate Secretary** (corporate title must be exact) and **affix corporate seal**. If a Corporate Secretary does not exist, President or Vice President's signature shall be witnessed by a Notary Public.
3. Other persons **authorized** by **corporate resolution** to execute agreements in its behalf may also sign the bid documents (pages). **Copy of a resolution must accompany the bid**.
4. The person who signs this bid form **must also** sign the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF BIDDER

ADDRESS OF BIDDER

**ORIGINAL SIGNATURE
CORPORATE SECRETARY**

**PRINT NAME AND TITLE
CORPORATE SECRETARY**

TEL: _____
FAX: _____
E-Mail: _____

BY: _____
ORIGINAL SIGNATURE

Corporate Seal

PRINT OR TYPE NAME AND TITLE

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE, YOUR BID MAY BE REJECTED.

Bidder's Name _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

STATEMENT OF OWNERSHIP DISCLOSURE - CONTINUED

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

STATEMENT OF OWNERSHIP DISCLOSURE - CONTINUED

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **County of Union** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **County of Union** to notify the **County of Union** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **County of Union** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Bidder's Name _____

SUBCONTRACTOR IDENTIFICATION STATEMENT

LIST OF SUBCONTRACTORS

This form is ONLY required for plumbing and gas fitting, steam and hot water heating and ventilating apparatus, steam power plants, electrical work, structural steel, ornamental iron work, and any other trades required to be identified by the specifications (including, but not limited, to satisfying any DPMC Classification requirements).

CHECK THIS BOX IF NONE OF THE ABOVE LISTED TRADES OR THOSE REQUIRED TO BE IDENTIFIED IN THE SPECIFICATIONS ARE TO BE USED TO PERFORM THE WORK

In compliance with N.J.S.A. 40A:11-16 and the bid specifications, the undersigned hereby lists the name or names of the following subcontractors:

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No. _____

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No. _____

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No. _____

IF MORE THAN THREE SUBCONTRACTORS, PLEASE COPY THIS SHEET AS NECESSARY AND ATTACH TO THE BID PACKAGE.

(Continued on following page)

Bidder's Name _____

SUBCONTRACTOR IDENTIFICATION CERTIFICATION

Note the law does not permit the listing of alternate subcontractors. However, multiple subcontractors for the same trade are permitted to be named provided the bidder meets the following requirements:

- Bidder identifies each subcontractor named for that category;
- Bidder states the scope of work, goods and services (the portion of the work) to be performed by each subcontractor; and
- Bidder provides the price quote provided by each subcontractor.

The bidder is advised that any change of subcontractor(s) from ones listed herein is subject to the County's approval. Change of subcontractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

The undersigned Bidder certifies and declares that the subcontractors listed above shall be used as subcontractors to complete certain portions of the work in this project as set forth in N.J.S.A. 40A: 11-16.

Witness

Date _____

NAME OF BIDDER

ADDRESS

By: _____
ORIGINAL SIGNATURE ONLY

PRINT NAME AND TITLE

Bidder's Name: _____

ACKNOWLEDGMENT OF ADDENDUM

COUNTY OF UNION

(Name of Construction /Public Works Project)

(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder, hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the County of Union's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick- up, etc.)	Date Received

ACKNOWLEDGMENT BY BIDDER:

NAME OF BIDDER: _____

ORIGINAL SIGNATURE: _____

PRINTED NAME AND TITLE: _____

DATE: _____

CONTRACTOR BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement - Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each subcontractor must be provided prior to the award of bid. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web version provided by the NJ Division of Revenue, or

Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A NJ Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of a contract shall be cause to reject the bids.

FAILURE of the bidder or any subcontractor named on the bid to be registered prior to the receipt of bids is cause for a **MANDATORY REJECTION** of bids. (A NON-WAIVABLE DEFECT). This covers construction work as well as non-construction bids.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to register and submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Bidder's Name _____

BUSINESS REGISTRATION
Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 352
TRENTON, NJ 08646

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAX REGISTRATION TEST ACCOUNT
SEQUENCE NUMBER: 0107510
TAXPAYER IDENTIFICATION: 070-007-382/000
ISSUANCE DATE: 07/14/04
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM BRC(04/01)

Accepted for use
John S. Tully
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112623533

ATTACH BRC HERE

Bidder's Name _____

AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

CONSTRUCTION CONTRACTS: The successful contractor must submit within three (3) days of the notice of intent to award or the signing of the contract the initial project manning report (A.A.201). This report should be submitted at the time the signed contract is returned to the County of Union. Attention: *Affirmative Action Officer*.

If the successful contract does not submit the initial project manning report (A.A.201) within the three (3) days from the time the signed contract is returned to the County of Union, the County of Union WILL declare the contractor non-responsive and award the contract to the next lowest responsible bidder.

NAME OF BIDDER

ORIGINAL SIGNATURE

PRINT OR TYPE NAME AND TITLE

DATE THIS FORM IS COMPLETED

EXPERIENCE STATEMENT

I hereby certify that my company has performed the following private or public work, which is relevant to this bid. I further certify that my company has never defaulted under any contract. Should you not sign this form due to prior defaults, please provide details on an attached sheet.

Witness

Date

NAME OF BIDDER

ADDRESS

By: _____
ORIGINAL SIGNATURE ONLY

PRINT NAME AND TITLE

YOU MAY ATTACH ADDITIONAL SHEETS, BUT YOU MUST SIGN AND WITNESS THIS SHEET.

Bidder's Name _____

NON-COLLUSION AFFIDAVIT

(N.J.S.A. 52:34-15)

STATE OF _____)
)
COUNTY OF _____) **SS:** _____

I _____, of the City of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the bidder making the proposal for the above named project, and that I executed the said proposal for the above named project, and that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this Affidavit are true and correct, and made with full knowledge that the COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bonafide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15).

NAME OF BIDDER

ORIGINAL SIGNATURE ONLY

NOTE: The person who signed the bidder signature page for the bidder should sign this form also.

Subscribed and sworn before me
this _____ day of _____, 200____.

Notary Public of the State of _____
My commission expires: _____

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR BID MAY BE REJECTED.

Contractor Registration Advisement
For Public Works Projects

A new law, known as "The Public Works Contractor Registration Act" (P.L. 1999, c.238), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in Section 2 of P.L. 1963, c.150 (C:34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. The registration fee has been set at \$300.00 per year. Upon the effective date of the Act, public bodies will be expected to request production of such a certificate from those bidding on or engaging in public works projects.

It is important to note that the term "contractor," is defined in the, Act as, "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the "New Jersey Prevailing Wage Act," P.L. 1963, c.150 (C.34:11-56.25, et seq.) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein: except that, for the purposes of the act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution."

Registration forms, copies of the Act, and other relevant information can be obtained by contacting:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8591
E-mail: contreg@dol.state.nj.us

Bidder's Name _____

AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C.S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name _____ (Please print or type)

Signature _____ Date _____

Bidder's Name _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

1. _____
(Name of Bidder)

2. _____
(Permanent Main Office Address)

3. _____
(When Organized)

4. _____
(If a Corporation, where incorporated)

5. Number of years your organization has been engaged in construction or contracting business under present firm or trade name? _____

6. How many years of experience in construction work has your organization had (a) as a general contractor? And/or (b) As a subcontractor? _____

7. Contracts on hand: (Attach a list or table showing gross amounts of each Contract and the appropriate dates of completion) _____

8. General character of work performed by you. _____

9. Have you ever failed to complete any work awarded to you? _____

10. Have you ever defaulted on a Contract? _____ If so, complete details, including where and why?

Bidder's Name _____

STATEMENT OF BIDDER'S QUALIFICATIONS - (continued)

11. Has any officer or partner of your organization ever failed to complete a construction contract handled in its own name? If so, state name of individual, name of owner, location and type of project, and reason for the failure to complete. _____

12. List your major equipment available for this Contract.

13. Experience in the construction work similar in importance to this Project.

14. Have you had any material adverse changes from the trades as listed in NJ Notice of Classification within last five (5) years? _____. If so, list prior classification.

15. Background and experience of the principal members of your organization, including the officers.

Individual's Name	Present Position or Office	Yrs. of Construction Experience	Magnitude & Type of Work	In What Capacity

16. Bank Reference. (Name, Address, Phone, Representative) _____
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the proper agency? _____
18. The undersigned, hereby authorizes and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the responses comprising this Statement of Bidder's Qualifications.
17. Bidder's telephone number, fax number and e-mail address (if applicable).
- Phone _____
- Fax _____
- E-mail _____
- Mobile _____

Dated at _____ this _____ day of _____, 20__.

 BIDDER (Signature)

 BIDDER (Print Name)

Subscribed and sworn to before me
 this _____ day of _____, 20__.

 (Seal) Notary Public of New Jersey/
 Specify Other State
 My Commission Expires _____, 20__.

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL
 MAY RESULT IN A REJECTION OF YOUR BID.**

Bidder's Name _____

CONTRACTOR PERFORMANCE RECORD

List all contracts completed by you below or provide separate form.

Name of Owner	Name & Location of Project: Type Of Work	Prime or Sub-Cont.	Engineer or Architect in Charge for Owner	Contract Price (Omit Cost)	Date Completed	Was Time* Extension Necessary	Were Any Penalties Imposed	Were Liens* Claims or Stop Notice Filed

* If answer is YES, provide explanation of details in connection with non-completion of contracts, time extensions, penalties imposed, labor troubles, liens, claims and notices filed against contracts listed in preceding item "Performance Record" on an attached sheet.

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name _____

CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

(Name of Organization)

(Signature)

(Title)

Subscribed and sworn to before me
This _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20__.

Bidder's Name _____

**AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED OR DISQUALIFIED BIDDERS**

STATE OF NEW JERSEY / _____)
Specify, if Other) SS:
COUNTY OF _____)

I, _____, of the (City, Town, Borough, etc.) of _____
State of _____, of full age, being duly sworn according
to law on my oath depose and say that:

I am _____ of the firm of _____,
the Bidder making the Proposal for the above named Project. I have executed the said Proposal with full
authority to do so. Said Bidder is not at the time of the making this bid included on the New Jersey State
Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result
of action taken by any State or Federal Agency.

Name of Contractor

By: _____
(Signature of Authorized Representative)

Subscribed and sworn to before me
this _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20__.

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR
PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE

(N.J.S.A. 40A:11-4)

1. Within the past ten (10) years, have you been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete a contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with a public entity?

_____ yes _____ no If yes, please provide full, detailed explanation.

2. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract?

_____ yes _____ no If yes, please provide full, detailed explanation.

3. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to look to your surety for completion of the contract or tender of the costs of completion?

_____ yes _____ no If yes, please provide full, detailed explanation.

4. Within the past ten (10) years, have you been debarred or suspended from contracting with any of the agencies or department of the executive branch of the State of New Jersey at the time of the contract award, where the action was based on failure to perform a contract for goods or services with a public entity?

_____ yes _____ no If yes, please provide full, detailed explanation.

Bidder's Name _____

PRIOR NEGATIVE EXPERIENCE CERTIFICATION

I hereby certify that the above statements are true and accurate as of this _____
day of _____, 20__.

Name of Contractor

By _____
(Signature of Authorized Representative)

Subscribed and sworn to before me
This _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20__.

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name _____

TO BE COMPLETED ONLY WHEN FINAL PAYMENT IS REQUESTED

CONTRACTOR'S CERTIFICATION OF COMPLIANCE - NEW JERSEY PREVAILING WAGE ACT

TO: County of Union
Division of Engineering
2325 South Avenue
Scotch Plains, New Jersey 07076

CONTRACT:

PROJECT:

In accordance with the requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et al *, the undersigned contractor on the public work being performed for:

COUNTY OF UNION

hereby certifies that he/she has complied with the contract requirements regarding the payment of the minimum prevailing wages established under "The New Jersey Prevailing Wage Act" N.J.S.A. 34:11-56 et al.

CONTRACTOR: _____
ADDRESS: _____

BY: _____
ORIGINAL SIGNATURE ONLY

STATE OF NEW JERSEY
COUNTY OF _____

Being by me duly sworn according to law, on his oath deposes and says that _____ is _____ of _____ the above named contractor, and that the facts set forth in the above statement are true.

Subscribed and sworn before me
this ____ day of _____, 200__.

Notary Public: _____
My Commission Expires: _____

* N.J.S.A. 34:11-56.33 requires the contractor and subcontractor to file written statements with the public body in form satisfactory to the Commissioner certifying to the amounts then due and owing from such contractor and subcontractor filing such statement to any and all workmen for wages due on account of the public work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively. Union County will withhold the amount so deducted for the benefit of the workmen whose wages are unpaid as shown by the verified statement filed, and will pay directly to any workman the amount shown by such statement to be due to him for such wages. Such payment shall thereby discharge the obligation of the contractor to the person receiving such payment to the extent of the amount thereof.

Bidder's Name _____

UNCOMPLETED CONTRACTS AFFIDAVIT
(To be submitted with DPMC Form 701)

PURSUANT TO N.J.A.C. 17:19-2.13, BIDDER DECLARES THE FOLLOWING WITH RESPECT TO ITS UNCOMPLETED CONTRACTS, ON ALL WORK, FROM WHATEVER SOURCE (PUBLIC AND PRIVATE), BOTH IN NEW JERSEY AND FROM OTHER GOVERNMENTAL JURISDICTIONS

ENTITY	PROJECT TITLE	ORIGINAL CONTRACT AMOUNT	UNCOMPLETED AMOUNT AS OF BID OPENING DATE	NAME AND TELEPHONE NUMBER OF PARTY TO BE CONTACTED FROM ENTITY FOR VERIFICATION

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS \$ _____

Sworn and Subscribed to Before me

This _____ day of _____ 20____

Notary Public

BIDDER:

(Signature)

(Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name _____

CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands the County of Union insurance requirements as stated in the Instructions to Bidders as well as the Owner/Contractor Agreement and agrees to provide all insurance required by these documents prior to the issuance of the Notice to Proceed.

BIDDER (Signature)

BIDDER (Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name _____

COLLECTION OF USE TAX ON SALES TO LOCAL GOVERNMENTS STATEMENT

The Bidder fully understands the requirements of the use tax on sales to local governments as stated in the General Conditions to the Contract for Construction and the Instructions to Bidders, and agrees at all times to comply with the "Contractor Use Tax Collection Legislation", as defined therein, and the terms relating thereto contained in the Contract Documents.

BIDDER (Signature)

BIDDER (Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name _____

TIME OF COMPLETION

The undersigned proposed that if awarded the Contract, the scope of work will be started within ten (10) calendar days and will be substantially completed within **One Hundred Eighty (180) calendar days** from the date of the notice to proceed.

I, _____ of _____
NAME (Print or type) COMPANY

Agree to complete work in the time frame specified _____
SIGNATURE

SITE VISIT – GENERAL CONTRACTOR

I, _____ of _____
NAME (Print or type) COMPANY

Visited the site of the work on _____
SIGNATURE

**COUNTY OF UNION NEW JERSEY
Division of Purchasing**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Bidder/Offeror: _____

Pursuant to Public law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

s not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipe lines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND

s not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder/Offeror
Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that Union County is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Union County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature _____

Title _____ Date _____

STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Construction of New Jersey Department of Transportation, 2007 Edition; is added to and/or amended elsewhere herein by the Notice to Contractors (Advertisement), Proposal, Information for Bidders, General Conditions, Special Provisions, Project Plans, and Supplementary Specifications; shall, insofar as technical requirements are involved, govern in the execution of this project.

Such Standard Specifications are made a part of these Specifications by this reference and will not be repeated herein. It is the responsibility of prospective bidders to familiarize themselves with these Standard Specifications, copies of which may be examined at the office of the Engineer and may be obtained, upon payment of the cost thereof, from:

Department of Transportation
State of New Jersey
1035 Parkway Avenue
Trenton, New Jersey 08625

The Notice to Bidders (Advertisement), Proposal, General Conditions, Instructions to Bidders, Special Provisions, Project Plans and/or Technical Specifications shall govern and prevail in the case of conflict between them and the Standard Specifications.

In these Standard Specifications the words "COMMISSIONER" or "DEPARTMENT" shall refer to and mean the person, persons, body, board or agent legally empowered to enter into contracts and otherwise legally act for the Owner. The words "RESIDENT ENGINEER (RE)", "ENGINEER" or "STATE" shall refer to and mean the professional engineering representative of the Owner as hereinbefore defined and the word "INSPECTOR" shall mean the authorized project representative of the Engineer with the authority as hereinbefore defined. The word "LABORATORY" shall mean and refer to the Engineer who may, at his discretion, and with the consent of the Owner, employ qualified technical personnel or testing laboratories to assist him in fulfilling the duties normally assigned to the "LABORATORY" in these Standard Specifications.

When reference is made herein to the bulletins, standards, specifications, publications or requirements of the Manual on Uniform Traffic Control Devices (MUTCD), Institute of Traffic Engineers (ITE), Federal Highway Administration (FHWA), American Association of State Highway Officials (AASHTO), the American Concrete Institute (ACI), the American Society of Civil Engineers (ASCE) or similar national or regional societies, associations, institutes or organizations; the requirements of the bulletins, specifications, publications or requirements referred to shall be considered a part of these Specifications by such reference and shall not be repeated herein but shall have the same import and be as binding as if herein set forth in full.

DRAFT AIA Document A101™ - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The County Engineer or his designee:
(Name, legal status, address and other information)

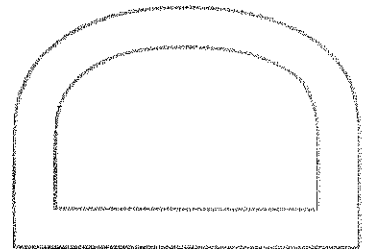
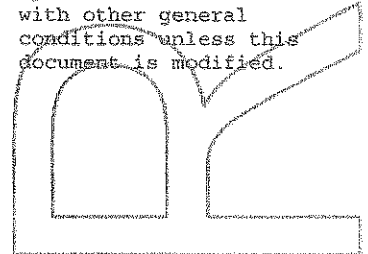
The Owner and Contractor agree as follows.



ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



ELECTRONIC COPYING of any portion of this AIA Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Contractor will not be compensated for labor or materials outside the scope of work that is not properly authorized.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a Notice to proceed issued by the Owner, which is anticipated to be on or about

()

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows: Not applicable.

()

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

Entire Work

TBD

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« » Should the Contractor fail to complete fully, and in conformity with all provisions of the Contract within the Contract Time, the Contractor shall, and hereby agrees to pay the Owner One Thousand Dollars (\$1,000.00) per day for as liquidated damages, for each consecutive calendar day beyond the number of days allowed by the Contract, which sum is agreed upon as reasonable and proper measure of damages that the Owner will sustain per diem by failure of Contractor to complete Work within time as stipulated; it is being recognized by Owner and Contractor that the injury to Owner that could result from a failure of the Contractor to complete on schedule, is uncertain and cannot be computed exactly. In no way shall costs of Liquidated Damages to be construed as a penalty to the Contractor. (See Bid Documents)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
« »	« »	« »

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
« »	« »

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the County Engineer or his designee by the Contractor and Certificates for Payment issued by the County Engineer or his designee, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »
§ 5.1.3 The Contractor shall submit a Preliminary Payment Request (Pencil Requisition) to the County Engineer or his designee on the twenty-fifth (25th) day of any given calendar month for Work performed during that month,

Upon receipt of the Pencil Requisition from the Contractor, the County Engineer or his designee shall review the Pencil Requisition and approve or disapprove of it in whole or in part as set forth hereafter. Within (4) calendar days of receipt of the Pencil Requisition from the Contractor, the County Engineer or his designee shall return the Pencil Requisition to the Contractor, with those charges that are approved or disapproved, if any, by the County Engineer or his designee, for the Contractor's incorporation into an Application for Payment. Within two (2) calendar days of return of the Pencil Requisition from the County Engineer or his designee, the Contractor shall submit a formal application for Payment to the County Engineer or his designee for review and approval by the County Engineer or his designee incorporating any revisions made by the County Engineer or his designee in the Pencil Requisition submission. Within five (5) calendar days of receipt of Contractor's Application for Payment, the County Engineer or his designee shall take any one of the following actions:

- 1) Certify the entire Application for Payment;
- 2) Certify partial payment and provide the Contractor with reasons for withholding the remaining portion of the payment; or
- 3) Withhold certification of the entire Application for Payment and provide the Contractor with reasons for withholding the entire payment,

Once the Application for Payment is certified either in whole or in part, the County Engineer or his designee shall transmit the Certified Payment Application within three (3) calendar days to the Owner for its review and payment. The Owner shall make payment to the Contractor for the Certified Payment Amount by no later than the time period set forth in the New Jersey Prompt Payment Act following receipt of the Certificate for Payment from the County Engineer or his designee. The Owner shall not be obligated to pay any Application for Payment until the Application for Payment is certified by the County Engineer or his designee. Approval of any Application for Payment may be withheld should the Contractor fail to submit Manning Reports in a timely manner.

Pursuant to N.J.S.A. 2A:30A-1 et seq. (the "Prompt Payment Act"), a public or governmental entity that requires the entity's governing body to vote on authorizations for each periodic payment, final payment, or retainage monies, such as the Owner, is excepted from the timing requirements of the Act. Accordingly, the Owner shall not approve the Contractor's Application for Payment until it is certified by the County Engineer or his designee in accordance herewith and shall not approve the Contractor's Certified Payment Application until the next scheduled public meeting of the Owner following the Owner's receipt of the Certified Payment Application from the County Engineer or his designee. The Owner shall not make payment to the Contractor for the Certified Payment Amount until the Owner's subsequent payment cycle following its approval of the Payment Application.

Pursuant to this same Act, if a payment due pursuant to the provisions herein is not made in a timely manner, the Owner shall be liable for the amount of money owed under the contract, plus interest at a rate equal to the prime rate plus one percent (1%), notwithstanding anything to the contrary in the Contract Documents. Interest on amounts due pursuant to the Act shall be paid to the prime contractor for the period beginning on the day after the required payment date and ending on the day on which the check for payment is received by the Contractor.

Pursuant to this same Act, disputes regarding whether a party has failed to make payments required by the Act may be submitted to a process of alternative dispute resolution, notwithstanding anything to the contrary in the contract documents, where the parties agree to same. Alternative dispute resolution permitted by the Act shall not apply to disputes concerning any other matters that may arise under or from this Contract. Any civil action brought to collect payments shall be conducted in Union County, State of New Jersey, and the prevailing party shall be awarded reasonable costs and attorneys' fees.

§5.1.4 The County Engineer or his designee may decide not to certify payment and may withhold a Certificate for Payment, in whole or in part, to the extent reasonably necessary to protect the Owner if, in the County Engineer or his designee's opinion, the representations as described in Section 5.1.5 below cannot be made to the Owner. If the County Engineer or his designee withholds a Certificate for Payment, the County Engineer or his designee will notify the Contractor and Owner as provided in Section 5.1.3 above. If the Contractor and County Engineer or his designee cannot agree on a revised amount, the County Engineer or his designee will issue a Certificate for Payment for the amount for which the County Engineer or his designee is able to make such representations to the Owner as set forth in Section 5.1.3 above. The County Engineer or his designee may also decide to withhold certifying

payment in whole or in part, or, because of subsequently discovered evidence or subsequent observations, to such extent as may be necessary in the County Engineer or his designee's opinion to protect the Owner from loss because of:

- .1 Defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or Liquidated Damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents;
- .8 avoidable delay in the progress of the Work;
- .9 deliberate delay in the submission for approval of names of Subcontractors, materialmen, sources of supply, shop drawings, and samples;
- .10 failure to maintain the Project Site in a safe and satisfactory condition in accordance with good construction practices as determined by the County Engineer or his designee; or
- .11 failure to submit updates as required by the General Conditions.

When the foregoing reasons for withholding certification are resolved, certification will be made for amounts previously withheld in the manner set forth in Section 5.1.3 above.

§5.1.5 The issuance of a separate Certificate for Payment will constitute representations made separately by the County Engineer or his designee to the Owner, based on its individual observations at the site and the data comprising the Application for Payment submitted by the Contractor, that the Work has progressed to the point indicated and that, to the best of the County Engineer or his designee's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents.

The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the County Engineer or his designee. The

issuance of a separate Certificate of Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a separate Certificate for Payment will not be a representation that the County Engineer or his designees has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractor's and materials suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§5.1.6 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the County Engineer or his designee may require. This schedule, unless objected to by the County Engineer or his designee, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§5.1.7 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.8 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the County Engineer or his designee has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§5.1.9 The progress payment amount determined in accordance with Section 5.1.8 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the County Engineer or his designee shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§5.1.10 Retainage shall be determined as follows: Pursuant to N.J.S.A. 40A:11-6.1, the Owner will withhold two percent (2%) of the amount due on each partial payment when the outstanding balance of the Contract exceeds One Hundred Thousand Dollars (\$100,000.00).

§5.1.11 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the County Engineer or his designee.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the County Engineer or his designee's final Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The County Engineer or his designee will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the County Engineer or his designee.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

Except as provided in Section 5.1.3 of the Standard Form of Agreement between the Owner and Contractor, all claims, disputes or other matters in question between the parties to this Contract, arising out of or relating to the Project or to the Contract, or the alleged breach hereof, shall be subject one to mediation, and if not resolved, then same shall be decided in a Court of competent jurisdiction venued in Union County, New Jersey. No party may be compelled to submit any dispute concerning the Project to arbitration. In the event any claim arising from the Project is beyond the jurisdiction of the court, the Contract consents to joinder as a party to such action or alternative dispute proceeding.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall in no instance bear interest, except as required by law in accordance with Section 5.1.3 hereof.

§ 8.3 The Contractor shall ensure that the Project Site is maintained in a clean and safe condition at all times, based upon Owner's sole discretion. If the Contractor fails to keep the Project Site in a clean and safe condition, said failure shall result in the following:

- .1 all claims resulting from the Contractor's failure shall be the Contractor's responsibility;
- .2 said failure shall constitute an act of default and a substantial breach of the Contract giving the Owner remedies under the contract Documents; and
- .3 the Owner shall have the right to withhold any payments until the Contractor cures its failure.

Failure to do so shall authorize the Owner to withhold any Applications for payment until such time as the Contractor has rectified same. Further, if the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 8.4 Indemnification – See Indemnification Requirements in Bid Documents.

§ 8.5 The within contract shall be governed by and interpreted pursuant to the law of the State of New Jersey.

§ 8.6 The Contractor shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27-1.1 et seq. and shall guarantee to afford equal opportunity in performance of the Work in accordance with an affirmative action program approved by the State Treasurer. (See Page G-21).

§ 8.7 The Contractor shall submit proof of Business Registration for itself and its subcontractors to the Owner and shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of Business Registration extends down through all levels (tiers) of the Project.

The Contractor agrees to comply with the rules and regulations promulgated pursuant to the Contractor Use Tax Collection Legislation.

For the term of the contract, the Contractor, any subcontractor, and each of their affiliates [N.J.S.A. 52:32-44(g)93], shall collect and remit to the New Jersey Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c. 30 (C.54:32B-1 et seq.) on all of their sales of tangible personal property delivered into the State of New Jersey, regardless of whether the tangible personal property is intended for a contract with a contracting agency. For purposes herein, "affiliate" shall mean any entity that: (a)

directly, indirectly or constructively controls another entity; (b) is directly, indirectly, or constructively controlled by another entity; or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the Ownership interest in that entity.

§8.8 This Standard Form of Agreement and the General Conditions set forth in the Bid Documents shall control in the case of conflict between these documents and the Project Specifications, the Project Manual, and any other exhibits incorporated by reference in this Contract.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below, and incorporated herein as if set forth in their entirety.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« See Specifications as referenced by Exhibit B.

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« See List of Drawings, annexed hereto as Exhibit C.

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

■

.2 Other documents, if any, listed below:

■

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

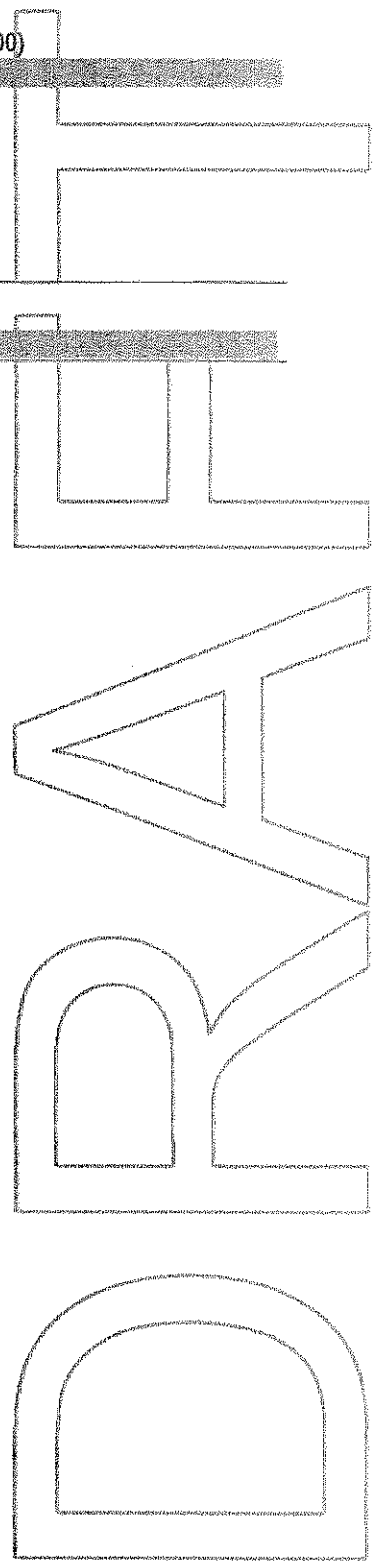
This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)



DRAFT AIA Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«County of Union»

« »

THE OWNER:

(Name, legal status and address)

« »

« »

THE ENGINEER, OR HIS DESIGNEE :

(Name, legal status and address)

« »

« »

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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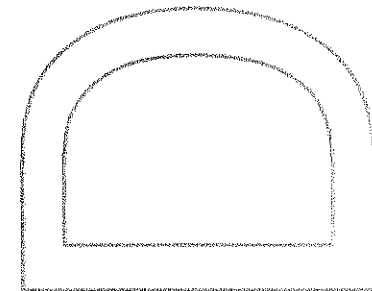
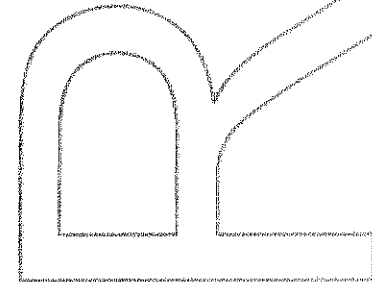
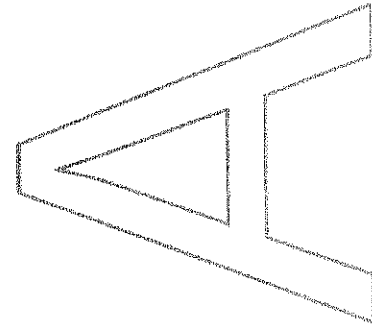
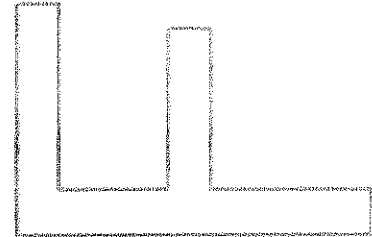
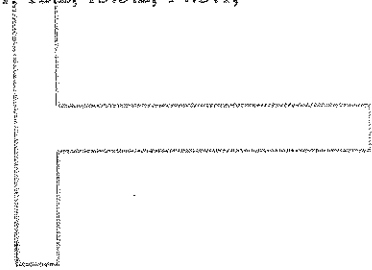
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect or Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Engineer, or his designee or the Engineer, or his designee's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Engineer, or his designee or the Engineer, or his designee's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Engineer, or his designee's shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer, or his designee's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Engineer, or his designee and the Engineer, or his designee's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Engineer, or his designee s.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Engineer, or his designee and the Engineer, or his designee 's consultants shall be deemed the authors and Owners of their respective Instruments of Service, including the Drawings and Specifications. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Engineer, or his designee or Engineer, or his designee 's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Engineer, or his designee and the Engineer, or his designee 's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided elsewhere in the Contract Documents, the Engineer, or his designee does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only in the event that: (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 If readily available, the Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall be responsible for requesting and obtaining a utility mark-out.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Article 12 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6. Owner shall in no way be responsible for any delays or claims arising from delays for enforcement of this Section.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer, or his designee's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located and shall maintain as current any approvals or certifications that may be required to perform the Work. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer, or his designee in the Engineer, or his designee's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer, or his designee any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer, or his designee may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Engineer, or his designee any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Engineer, or his designee may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Engineer, or his designee issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Engineer, or his designee for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer, or his designee and shall not proceed with that portion of the Work without further written instructions from the Engineer, or his designee. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Engineer, or his designee in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after

evaluation by the Engineer, or his designee and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Engineer, or his designee that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer, or his designee, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Such warranty shall continue for a period of one (1) year from the date of Substantial Completion of the Work. Under this warranty, the Contractor shall remedy at his expense any such failure for the Work to be conforming to the requirement of the Contract, or any other defect appearing in the Work. In addition, the Contractor shall remedy at his own expense, any damage to Owner's owned, controlled, real or personal property, when that damage is the result of the Contractor's failure to provide conforming Work as it relates to the Contract Documents or any other defect of equipment, material, workmanship or design. The Contractor shall also restore any Work damaged in fulfilling its obligations under the terms of this provision. The Contractor's warranty with respect to the Work repaired or replaced hereunder will run for a period of one (1) year from the date of repair or replacement.

§ 3.6 TAXES

The Contractor shall pay use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Engineer, or his designee before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Engineer, or his designee will promptly investigate such conditions and, if the Engineer, or his designee determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer, or his designee determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer, or his designee shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Engineer, or his designee's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Engineer, or his designee. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. The unused balance of any allowance shall be deducted from the Contract Sum upon completion and acceptance of the Work by Change Order.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Engineer, or his designee the name and qualifications of a proposed superintendent. The Engineer, or his designee may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Engineer, or his designee has reasonable objection to the proposed superintendent or (2) that the Engineer, or his designee requires additional time to review. Failure of the Engineer, or his designee to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Engineer, or his designee has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Engineer, or his designee's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Engineer, or his designee's approval. The Engineer, or his designee's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Engineer, or his designee reasonable time to review submittals. If the Contractor fails to submit a submittal

schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Engineer, or his designee .

§3.10.4 Should the Contractor responsible for the scheduling requirements of Article 3 herein fail to comply with said scheduling requirements, said failure shall result in the following:

- 1 all claims resulting from the Contractor's failure to prepare or submit a schedule shall be the Contractor's responsibility;
- 2 shall constitute an act of default and a substantial breach of the Contract giving the Owner remedies under the Contract Documents; and
- 3 the Owner shall have the right to withhold any payments until the Contractor complies with the scheduling requirements of Article 3 herein.

§3.10.5 In the event of a Five Prime Contract, the General Contractor shall be responsible for the preparation and submittal of the schedule.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Engineer, or his designee and shall be delivered to the Engineer, or his designee for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Engineer, or his designee is subject to the limitations of Section 4.2.7. Informational submittals upon which the Engineer, or his designee is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Engineer, or his designee without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer, or his designee Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Engineer, or his designee or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Engineer, or his designee that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer, or his designee .

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer or his designee 's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer, or his designee in writing of such deviation at the time of submittal and (1) the Engineer, or his designee has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer, or his designee 's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer, or his designee on previous submittals. In the absence of such written notice, the Engineer, or his designee 's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of Engineer, or his designee ure or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer, or his designee will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer or his designee . The Owner and the Engineer, or his designee shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Engineer, or his designee have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Engineer, or his designee will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Owner before using any portion of the Site.

§ 3.13.3 The Contractor shall store its apparatuses, materials, supplies, and equipment in such orderly fashion at the Site of the Work, if permitted, as will not unduly interfere with the progress of the Work or ongoing operations. The Contractor shall provide protective fencing around the designated storage areas.

§ 3.13.4 The Contractor shall see that stockpiles of materials and storage of equipment are kept to a minimum and neatly stored where directed by the Owner and the Engineer, or his designee .

§ 3.13.5 If the Work is to be executed in areas occupied by the Owner, the Contractor shall inform the Owner in advance of the areas scheduled to be worked on, so that the Owner's personnel may make proper preparations to protect equipment and records.

§3.13.6 The Contractor understands that some or all the Work of the Contract may be performed while the facilities are occupied by personnel, and accordingly shall make all reasonable and necessary provisions to ensure that the contract Work will be of minimal disruption to the environment.

§3.13.7 Materials and equipment that are to be used only directly in the Work, shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project Site. Protection of construction materials and equipment stored at the Project Site from weather, theft, damage and all other adversity is solely the Contractor's responsibility. The Contractor shall bear the responsibility to replace all such materials that may be lost, damaged, or stolen at its expense, whether such materials or equipment have been entirely or partially paid for by the Owner.

§3.13.8 The Contractor and any entity for whom the Contractor is responsibility, shall not erect any sign on the Project Site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§3.13.9 Contractor shall ensure that the Work is performed at all times in a manner that affords reasonable access, both vehicular and pedestrian, to the Site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§3.13.10 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project Site, including, without limitation, the lavatories, toilets, entrances, and parking areas, other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project Site and the Building, as amended from time to time. The Contractor shall immediately notify the Owner in writing, if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable. This notification shall set forth the problems of such compliance and shall suggest alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements and collective bargaining agreements applicable to use and occupancy of the Project Site and the Building.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents. Any costs incurred by the Onwer for defective cutting or patching shall be borne by the Contractor responsible therefore.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate Contractor except with written consent of the Owner and of such separate Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate Contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor, or shall be entitled to reduce the Contract Amount in an amount equal to the Owner's cost to clean up.

§3.15.3 The Contractor shall, on a daily basis, clean debris resulting from its Work, and protect construction in progress and maintain adjoining materials in place during handling and installation, and provide protective covering where required to assure protection from damage or deterioration until Substantial Completion.

§3.15.4 The Contractor shall clean and provide maintenance on completed construction, after installation, as frequently as necessary through the remainder of the construction period.

§3.15.5 The Contractor shall supervise its construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. The term "clean" shall include the removal of debris from the work area to dumpsters furnished by the Prime General Work Contractor or the Contractor for Single Overall Contract Work, whichever contracting method shall apply.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Engineer, or his designee access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer, or his designee harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Engineer, or his designee. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Engineer, or his designee.

§ 3.18 INDEMNIFICATION

§ 3.18.1 The County of Union requires all bidders to accept the following indemnification requirements in the event the County accepts their bid. The Contract awarded by the County to the successful bidder will contain the following provision:

"To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner and Owner's consultants, agents, representatives, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorney's fees, legal costs and legal expenses arising out of or resulting from the performance of the Contractor's work under this contract, provided that such claim, damage, loss, cost or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Contractor, anyone directly or indirectly employed or retained by the Contractor, or anyone for whose acts the Contractor may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder provided it is not caused by the sole negligence of a party indemnified hereunder. Contractor shall further indemnify and hold harmless the Owner and the Owner's consultants, agents, representative, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses, arising out of or resulting from performance of the work, provided that such claims, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to destruction of tangible property (other than work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Owner or the Owner's consultants, agents, representatives, or employees and arises out of this project and provided such claim, damage, loss, cost, or expense is not caused by the sole negligence of a party indemnified hereunder."

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ENGINEER, OR HIS DESIGNEE OR ENGINEER

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an Engineer, or his designee lawfully licensed to practice Engineer, or his designee in the jurisdiction where the Project is located. That person or entity is identified as the Engineer, or his designee in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Engineer, or his designee as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer, or his designee. Consent shall not be unreasonably withheld.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Engineer, or his designee will provide administration of the Contract as set forth in its respective Agreements with the Owner and as described in the Contract Documents.

§ 4.2.2 The Engineer, or his designee will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Engineer, or his designee will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Engineer, or his designee about matters arising out of or relating to the Contract. Communications by and with the Engineer, or his designee's consultants shall be through the Engineer, or his designee. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Engineer, or his designee's evaluations of the Contractor's Applications for Payment, the Engineer, or his designee will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Engineer, or his designee has authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer, or his designee considers it necessary or advisable, the Engineer, or his designee will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Engineer, or his designee nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer, or his designee to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Engineer, or his designee will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer, or his designee's action will be taken in accordance with the submittal schedule approved by the Engineer, or his designee or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Engineer, or his designee's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer, or his designee's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Engineer, or his designee's review shall not constitute

approval of safety precautions or, unless otherwise specifically stated by the Engineer, or his designee, of any construction means, methods, techniques, sequences or procedures. The Engineer, or his designee's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Engineer, or his designee will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7. The Engineer, or his designee will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Engineer, or his designee will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Engineer, or his designee agree, the Engineer, or his designee will provide one or more project representatives to assist in carrying out the Engineer, or his designee's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in the Owner's Agreement with the Engineer, or his designee.

§ 4.2.11 The Engineer, or his designee will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer, or his designee's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Engineer, or his designee will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer, or his designee will endeavor to secure faithful performance by both Owner and Contractor and will not show partiality.

§ 4.2.13 The Engineer, or his designee will review and respond to requests for information about the Contract Documents. The Engineer, or his designee's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Engineer, or his designee will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate Contractor or subcontractors of a separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Identification of Subcontractors required by N.J.S.A. 40A:11-16 shall be provided with the bid submission in accordance with the requirements of that statute. Names of persons or entities for any Subcontractor not covered by N.J.S.A. 18A-18 shall be furnished within thirty (30) thirty days of notification of Award of Contract. The Engineer, or his designee will notify the Contractor in writing if the Owner or Engineer, or his designee, after due investigation, has reasonable objection to any such proposed person or entity. The list of proposed Subcontractors shall include a description of the materials and equipment each proposes to furnish and install in the Work. The description shall be insufficient detail to allow the Engineer, or his designee to determine general conformance to Contract requirements. Approval of the submittals as required under this Article shall not relieve the Contractor from conformance to Contract requirements.

§5.2.2 Subcontractors shall comply with the statutory requirements of N.J.S.A. 34:11-56.25 and N.J.S.A. 34:11-56.48. Any subcontractors who fail to comply with those statutory provisions shall be rejected.

§5.2.3 Written confirmation of award of each major subcontract shall be submitted to the Owner by the Contractor, in form subject to his approval, within seven (7) days after receipt of Owner's approval of proposed Subcontractor list as provided under this Article. Every subcontract shall be in writing, shall be submitted to Owner for review and approval prior to execution, and shall specifically provide that the Owner is an intended third (3rd) party beneficiary of such subcontract.

§ 5.2.4 The Contractor shall not contract with a proposed person or entity to whom the Owner or Engineer, or his designee has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.5 If the Owner or Engineer, or his designee has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer, or his designee has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.6 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Engineer, or his designee makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

§5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Engineer, or his designee. Each subcontract agreement shall preserve and protect the rights of the Owner and Engineer, or his designee under the Contract Documents and at law. No Subcontract shall diminish in any way any rights or benefits conferred upon the Owner by these Contract Documents. The Contractor shall make all Contract Documents available to the Subcontractors.

§5.3.2 Where the Contractor sublets portions of the Work, the entire responsibility for the subdividing of Work rests with the Contractor. The Owner and the Engineer, or his designee are not responsible for the manner of the subdivision of the Work, nor will they enter into or settle disagreements or disputes between Contractor and Subcontractors. The Contractor is, and will be held, responsible for the proper execution of the Work of all Subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- 1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing.

§ 5.4.2 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

§ 6.1.2 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Engineer, or his designee apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.4.1 Should the Contractor cause damage to the Work or property of any separate Contractor on the Project, the Contractor shall promptly settle with such other Contractor by agreement, or otherwise resolve the dispute. If such separate Contractor institutes any legal proceeding against the Owner on account of any damage alleged to have been so sustained, the Contractor shall, indemnify, defend, or bear the cost of defense as the Owner shall in its own discretion determine, and hold the Owner's harmless. Said Indemnification shall be governed by Section 13, Page G7 of the Instructions to Bidders.

§ 6.2.5 The Owner and each separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Engineer, or his designee will allocate the cost among those responsible, which amounts the Owner shall be entitled to reduce the Contract Amounts of the various contracts of those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Change Orders and Construction Change Directives shall be subject to and processed in accordance with N.J.A.C. 6A:23-7 and N.J.A.C. 6A:26-4.9, where applicable.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Engineer, or his designee; a Construction Change Directive requires a written agreement by the Owner and Engineer, or his designee and may or may not be agreed to by the Contractor; an order for a minor change in the Work which does not extend the Contract Time, increase the Contract Sum or change the Project Scope may be issued by the Engineer, or his designee alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Engineer, or his designee and signed by the Owner, Contractor and Engineer, or his designee stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

A Change Order shall not require consent of the Owner if the Owner has provided an allowance for such a change.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum shall be those listed in Section 7.3.3.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Engineer, or his designee and signed by the Owner and Engineer, or his designee, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. A Construction Change Directive shall not require the Agreement of the Engineer, or his designee if the Owner specifically waives their consent in writing. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.6.

§ 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Engineer, or his designee of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. The Contractor's failure to comply with a Construction Change Directive shall constitute an incident of default and cause for termination by the Owner.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Engineer, or his designee shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Engineer, or his designee may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer, or his designee. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Engineer, or his designee will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Engineer, or his designee determines, in the Engineer, or his designee's professional judgment, to be reasonably justified. The Engineer, or his designee's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.9 When the Owner and Contractor agree with a determination made by the Engineer, or his designee concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Engineer, or his designee will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.10 In subparagraphs 7.3.3 and 7.3.6, the allowance for overhead and profit combined shall be based upon the following schedule:

- .1 For the Contractor, for work performed by his own forces, 10% of cost.
- .2 For each Subcontractor, for the work performed by his own forces, 10% of cost.
- .3 For the Contractor, for work performed by a subcontractor, 5% of cost.

§ 7.3.11 Lump sum quotations for changes in the Work will not be accepted. Proposals shall be completely itemized and broken down. They shall be accompanied by such supporting data as the Engineer, or his designee may require, such as copies of subcontractor's or vendor's quotations, quantity take-off sheets, or other similar information.

§ 7.4 MINOR CHANGES IN THE WORK

The Engineer, or his designee has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Engineer, or his designee and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work and services as required by the Contract

Documents, Substantial Completion of the Work shall be accomplished within the period of consecutive calendar days (or by the date), as stated in the Agreement, plus any authorized extension(s) of time as approved by written agreement. Final Completion of the Work shall be no later than thirty (30) consecutive calendar days from the date of Substantial Completion of the Work, unless otherwise set forth in Article 3.2 of the Owner/Contractor Agreement.

§ 8.1.2 Intentionally omitted

§ 8.1.3 Intentionally omitted.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work. There will be no bonus or incentives paid, should the Work, or any portion thereof, be completed in advance of the specified activity milestone dates.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 Intentionally omitted

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Intentionally omitted

§ 8.3.4 No payment, compensation, or adjustment of any kind shall be made to the Contractor by the Owner for damages resulting from hindrances or delays caused by the delays of other contractors, or from foreseeable circumstances not attributable to the Owner's conduct. The Contractor agrees that it will make no claim against the Owner for payment, compensation, damages, mitigation of Liquidated Damages, or adjustment of any kind for such hindrances or delays, and will accept such extensions of time as may be granted by the Owner in the Owner's sole discretion in full satisfaction for any and all alleged claims against the Owner for any and all such hindrances or delays. For purposes of this Agreement, disputes arising between contractors before or during construction, adverse weather conditions, and delays on the part of local authorities issuing permits shall be considered foreseeable circumstances. Notwithstanding the foregoing, nothing herein shall limit the Contractor's remedies for Owner's negligence, bad faith, active interference, tortious conduct, or other reasons unanticipated by the parties that delay expenditures paid by the Owner to the Engineer, or his designee, other individual or entity, or to any inspector or inspectors necessarily employed by it on the Work, for any number of days in excess of the Contract Time, shall be deducted for the Contract Sum.

§ 8.3.5 The provisions of this Article shall not be so interpreted or construed as to preclude or prevent the Contractor from making and prosecuting any claim against any separate Contractor engaged or employed by the Owner for damages alleged to have been caused or occasioned by any such separate Contractor.

§ 8.3.6 To the extent permitted by law, the Owner may suspend the whole or any part of the Work, if it shall deem it for the best interest of the Owner to do so, without compensation to the Contractor for such suspension, other than extending the time for completion of the Work as much as it may have been delayed by such suspension. During such suspension, all materials delivered upon, but not placed in the Work shall be neatly piled by the Contractor so as not to obstruct public travel, or shall be removed from the line of Work at the direction of the Owner and, unless the

materials be moved by the Contractor upon such direction, the materials shall be removed by the Owner and expense thereof will be charged to the Contractor.

§8.4.1 Should the Contractor fail to complete fully, and in conformity with all provisions of the Contract within the Contract Time, the Contractor shall, and hereby agrees to, pay the Owner one thousand dollars (\$1,000.00) per day, for each consecutive calendar day beyond the number of days allowed by the Contract, which sum is agreed upon as reasonable and proper measure of damages that the Owner will sustain per diem by failure of Contractor to complete Work within time as stipulated; it being recognized by Owner and Contractor that the injury to Owner that could result from a failure of the Contractor to complete on schedule, is uncertain and cannot be computed exactly. In no way shall costs of Liquidated Damages be construed as a penalty to the Contractor.

§8.4.2 It is expressly understood and agreed by and between the Contractor and Owner that the Contract Time prescribed herein is a reasonable time for the completion of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Engineer, or his designee, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Engineer, or his designee may require. This schedule, unless objected to by the Engineer, or his designee, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 See Article 5 of Standard Form of Agreement between Owner/Contractor.

§ 9.3.1.1 Applications for Payment may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

§ 9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

§ 9.3.1.3 All applications for payment shall be accompanied by the Application and Certificate of Payment, AIA Document G702, and the Continuation Sheet, AIA Document G703, fully completed as required or such other application for Payment as the Owner's representative shall use.

§9.3.1.4 In cases where the work is awarded on a Single Overall Contract basis, payments shall be made in accordance with applicable State of New Jersey statutes.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§9.3.3.1 All municipal mechanic's liens filed by a lien claimant shall be governed by N.J.S.A. 2A:44-125 et seq. In the event a municipal mechanic's lien is filed, the Owner reserves the right to withhold the full amount of the lien. The Owner may release the funds to the party against whose account the lien is claimed, only after that party files with the Owner's financial officer, a bond in an amount double of all sums claimed ("Double Bond") under the lien, and such bond's form has been approved by the Owner's chief law officer and financial officer, per N.J.S.A. 2A:44-130 or if an acceptable release of liens is filed by the lien claimant.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 See Article 5 of Standard Form of Agreement between Owner and Contractor.

§ 9.4.2 See Article 5 of Standard Form of Agreement between Owner and Contractor

§9.4.3 See Article 5 of Standard Form of Agreement between Owner and Contractor.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 See Article 5 of Standard Form of Agreement between Owner and Contractor

§ 9.5.2 See Article 5 if Standard Form of Agreement between Owner and Contractor.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Engineer, or his designee has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Engineer, or his designee

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work and shall certify same to Owner. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Engineer, or his designee will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner and Engineer, or his designee on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Neither the Owner nor Engineer, or his designee shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Payment to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.7 FAILURE OF PAYMENT

If the Engineer, or his designee does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Engineer, or his designee or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Engineer, or his designee, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§9.7 REIMBURSEMENT TO OWNER

§9.7.1 If the Owner is entitled to any reimbursement or payment from the Contractor under, or pursuant to, the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any

payment then, or thereafter, due the Contractor from the Owner; or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that a condition precedent to Substantial Completion shall be the Owner's receipt of all certificates of occupancy (permanent or temporary) and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the occupancy of the Project. The Owner may withhold a certification of Substantial Completion if temporary installations or temporary construction exists in areas requesting certification, or if certificates of occupancy are temporary or conditional.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Engineer, or his designee shall prepare a comprehensive list of items to be completed or corrected ("Punch List"). The Contractor shall proceed immediately and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the list, the Engineer, or his designee, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Engineer, or his designee's inspection discloses any item, whether or not included on the list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer, or his designee. The Contractor shall then submit a request for another inspection by the Engineer, or his designee to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Engineer, or his designee will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the List accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contractor for its written acceptance and to the Owner for its approval and acceptance as required by Section 9.8.1. No Certificate of Substantial Completion shall be deemed effective unless executed by both Owner and Contractor.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, who shall obtain all necessary modifications to its insurance coverage to permit such occupancy or use. In addition, Contractor shall obtain consent of those public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete pursuant to the terms of that Agreement. When the Contractor considers a portion substantially complete, the Engineer, or his designee shall prepare a Punch List as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Engineer, or his designee shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.9.4 The occupancy of any portion of the Work shall not constitute acceptance of any Work, except as hereinafter stated, nor does it waive the Owner's right to Liquidated Damages. Final Acceptance of the Work shall be for the whole Work only and not part.

§ 9.9.5 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims on behalf of the Owner or Contractor against each other.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Engineer, or his designee a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Engineer, or his designee a final Contractor's Application for Payment. The Engineer, or his designee will promptly make such inspection. When the Engineer, or his designee finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer, or his designee will promptly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Engineer, or his designee's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor complies with all requirements set forth in Section 6 of the Standard Form of Agreement between Owner and Contractor and the Contractor submits to the Engineer, or his designee (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 Intentionally omitted

§ 9.10.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Engineer, or his designee for review and coordination with the safety programs of other Contractors.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- .4 Construction or operations by the Owner or other Contractors.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner or Engineer, or his designee or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer, or his designee.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Engineer, or his designee in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Engineer, or his designee the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance.

§ 10.3.3 Intentionally omitted

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 Intentionally omitted

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The County of Union requires all bidders to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the bidder must accept the applicable insurance requirements, as set forth below, as part of any contract, awarded to it by the County.

1. Automobile Liability Insurance in any amount of not less than \$1,000,000.00 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change may be made the policy.

2. Workers Compensation Insurance insuring the obligations of the Contractor and all Subcontractors under the New Jersey Workers Compensation and Occupational Disability Laws as respects to Work performed under the Contract. Insurance will be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime act, when applicable.

3. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$3,000,000.00 per occurrence for Bodily Injury Liability and Property Damage Liability and will include the interest of the County with respect to Work emanating from the Contract with the County. The insurance will include the following:

- a) Personal Injury Liability
- b) Blanket Contractual Liability applies to assumption of liability under any written Contract
- c) Coverage for A, X, C, U exposures, relating to excavation, blasting underground damage
- d) Broad Form Property Damage Liability
- e) Products and/or Completed Operations Liability

A Certificate of Insurance will be filed with the County prior to commencement of any Work. This certificate will contain a provision that insurance afforded under the policies will not be canceled without at least (30) days prior written notice being given to the County.

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§ 11.1.2 The insurance required by Section 11.1.1 shall remain in effect for the duration of the project, i.e., from beginning of construction until final payment and closeout.

§ 11.1.3 All insurance required by Section 11.1.1 shall be issued by insurance companies authorized to do business in the State of New Jersey and rated as "A" or better as determined by A.M. Best Company.

§ 11.1.4 The Contractor waives all rights against the Owner for damages caused by fire or other perils to the extent covered by insurance provided under this Article. Any deductibles, co-insurance, or contribution to the loss will be borne solely by the Contractor.

§ 11.1.5 A certificate of insurance evidencing the coverages required by Section 11.1.1 shall be submitted to the Owner's attorney for approval and transmittal to the Owner and Engineer, or his designee prior to the commencement of the Work. The certificate must be submitted on the ACORD form Certificate of Insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days written notice has been given to the Owner. If requested by the Owner, the Contractor shall provide complete copies of any policies of insurance required by this Contract to be obtained by the Contractor and Subcontractor(s). Information concerning any reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.2 PROPERTY INSURANCE

§ 11.2.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost

basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurance interest in the property required by this Section 11.2 to be covered, whichever is earlier. This insurance shall include the interest of the Owner, Contractor, Subcontractor(s), and Sub-Contractor(s) in the Work.

§ 11.2.1.1 Property insurance shall be on an "all-risk" policy form and shall be against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer, or his designee's services and expenses required as a result of such insured loss. Coverage for all other perils shall not be required unless otherwise provided in the Contract Documents.

§ 11.2.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractor(s) and Sub-subcontractor(s) in the Work. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.2.1.3 If the property insurance requires minimum deductibles, and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles over the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

§ 11.2.1.4 Unless otherwise provided in the Contract documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

§ 11.2.1.5 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgage clause and of Section 11.3.10. The Contractor shall pay Subcontractor(s) their just shares of insurance proceeds received the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractor(s) to make payments to their Sub-Contractor(s) in a similar manner.

§ 11.2.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds. The Owner as fiduciary shall have the power to adjust and settle a loss with insurers.

§ 11.2.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

§ 11.2.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3 PERFORMANCE BOND, PAYMENT BOND AND MAINTENANCE BOND

§ 11.3.1 Contractor, at its sole expense, shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract, including material and labor..

§ 11.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be made

§ 11.3.3 The Contractor shall file with the Owner, as a condition of final acceptance, a statement from the Surety of its Performance Bond and Payment Bond, that the Surety is satisfied that all claims for labor and material supplied under its contract have been satisfactorily settled.

§ 11.3.4 As a condition of Substantial Completion of the Work, the Contractor shall provide an acceptable Maintenance Bond in accordance with section 16, page G-9 of the Instructions to Bidders.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work uncovered is contrary to the Engineer, or his designee's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, or his designee, be uncovered for the Engineer, or his designee's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Engineer, or his designee has not specifically requested to examine prior to its being covered, the Engineer, or his designee may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate Contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

The Contractor shall promptly correct Work rejected by the Engineer, or his designee or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer, or his designee's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. The Contractor shall give such notice promptly after discovery of the non-conforming work. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after the receipt of notice from the Owner or Engineer, or his designee, the Owner may correct it in accordance with Section 2.4. This obligation under Section 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 Intentionally omitted.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged work, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work, nor to any deficient Work discovered after the one-year period that could not have readily been discovered.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work, that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. However, there shall be no implied or expressed acceptance of Work not in compliance with applicable law. The amount of said reduction will be within the exclusive determination of the Owner as its representative.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the laws of the State of New Jersey.

§ 13.1.2 Nothing in the Contract Documents shall be construed to permit deviation from the governing law.

§ 13.1.3 In accordance with N.J.S.A. 40A:11-18, American manufactured products or materials shall be used in the Work, wherever possible.

13.1.4 RATE OF WAGES

Where the Project is not subject to a Project Labor Agreement, wage notes shall be paid pursuant to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq, the Contractor and Subcontractor are required to do the following:

§ 13.1.4.1 Pay to all workmen engaged in the performance of services, directly upon a public work, the prevailing rate of wages, which shall be those in effect for the Project site(s) on the Contract Date and such rates shall remain in effect for (2) years, unless superseded by a subsequent determination.

§ 13.1.4.2 Before final payment, furnish Owner with an affidavit stating that all workmen have been paid the prevailing rate of wages specified in the contract.

§ 13.1.4.3 Keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by it in connection with any public work. Records shall be preserved for two (2) years from date of payment.

§ 13.1.4.4 Post the prevailing wage rated for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof in prominent and easily accessible places at the site of the Work, and at such place or places as are used by them to pay workmen their wages.

§ 13.1.4.5 Submit the Owner, certified payroll records for each payroll period within ten (10) days of the payment of wages. A certified payroll record is defined as "a payroll record that is attested by the employer or the Owner of the company doing business as the employer, or a corporate officer of such company, or an authorized agent of the employer". A copy of the certified payroll form for submission of the payroll records may be obtained by contacting the Department of Labor, Division of Workplace Standards at 609.292.2259.

§ 13.1.4.6 In the event the Owner finds that any workers employed by the Contractor or Subcontractor, covered by the said contract, have been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the Work, or such part of the

Work as to where there has been a failure to pay required wages, and to prosecute the Work to completion or otherwise, the Contractor and its sureties shall be liable to the Owner for any excess costs occasioned thereby,

§ 13.1.4.7 a current wage rate determination is on file at the offices of the Owner for inspection and Contractor's use.

§ 13.1.5 SAFETY AND HEALTH REGULATIONS (OSHA)

§ 13.1.5.1 The Contractor shall comply with the laws, rules, regulations and codes dealing with occupational safety and health, including, but not limited to, the latest amendments of the following:

§ 13.1.5.2 Williams – Steiger Occupational Safety and Health Act of 1970, Public Law 91-595

§ 13.1.5.3 Part 1910 – Occupational Safety and Health Standards Chapter XVII of Title 29, Code of Federal Regulations.

§ 13.1.5.4 Part 126 – Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

§ 13.1.5.3 N.J.A.C. 8:59-5.1-5.109 requirements properly label any substances stored in containers) of the Worker and Community Right to Know Act, P.L. 1983, c.315.

§ 13.1.6 ENVIRONMENTAL REGULATIONS

§ 13.1.6.1 The Contractor shall comply with laws, rules, regulations, and codes dealing with the prevention of environmental pollution and the preservation of public natural resources, including but not limited to, the latest amendments of the following:

§ 13.1.6.2 Chapter 251, public Law of 1975 of the State of New Jersey, "soil Erosion and Sediment Control Act."

§ 13.1.7 AFFIRMATION ACTIONE EMPLOYMENT LAW

Contractor agrees to comply with the terms of the Mandatory Equal Employment Opportunity Language, a copy of which is annexed to the Contract Documents as Exhibit F and incorporated as if set forth herein.

§ 13.1.7.1 Contractor shall submit a copy of the Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the Owner

§ 13.1.7.2 Contractor shall complete and submit to the Owner an Initial Project Workforce Report, New Jersey Department of Treasury Form AA 201, upon notification of award and no later than the execution of this Agreement. Failure to submit this completed form may result in this Agreement being terminated.

§ 13.2. SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other, unless as may be provided for elsewhere in the Contract Documents. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Engineer, or his designee or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Engineer, or his designee timely notice of when and where tests and inspections are to be made so that the Engineer, or his designee may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Engineer, or his designee, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Engineer, or his designee will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Engineer, or his designee of when and where tests and inspections are to be made so that the Engineer, or his designee may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Engineer, or his designee's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer, or his designee.

§ 13.5.5 If the Engineer, or his designee is to observe tests, inspections or approvals required by the Contract Documents, the Engineer, or his designee will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Except as required by Section 5.1.3 of the Owner Contractor Agreement and notwithstanding anything to the contrary contained in the Contract Documents and related documents, the Owner will pay no interest whatsoever for any payments due.

§ 13.7 TIME LIMITS ON CLAIMS

Intentionally deleted.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

§ 14.1.2 Intentionally deleted

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon thirty (30) days' written notice to the Owner and Engineer, or his designee, terminate the Contract

§ 14.1.4 Intentionally deleted.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor after Notice and an opportunity to cure.

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards laws, ordinances, rules or regulations, or orders of a public authority having jurisdiction;
- .4 fails to furnish the Owner with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all requirements of the Contract Documents;
- .5 fails after commencement of the Work, to proceed continuously with the construction and completion of the Work, for more than three (3) days, except as permitted by the Contract Documents;
- .6 disregards orders of the Owner or Engineer, or his designee;
- .7 fails to maintain the Site in a clean, safe and orderly manner;
- .8 fails to comply with a Construction Change Directive; or
- .9 otherwise is guilty of any breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. And charge the costs incurred against the Contractor's Contract balance

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. The Engineer, or his designee's certification issued pursuant to Section 14.2.2 shall be given a presumption of correctness.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer, or his designee's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Engineer, or his designee, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 Intentionally deleted.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- 2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Any Contractor Claim seeking the payment of money shall not include consequential damages, which Contractor hereby waives, and shall be calculated in accordance with Section 7.3.6 and Section 7.3.10 hereof.

§ 15.1.2 DECISION OF ENGINEER, OR HIS DESIGNEE

Owner and Contractor agree that the Engineer, or his designee shall be the initial arbiter of all Claims, including those alleging error or omission by the Engineer, or his designee. All claims, shall be referred, initially to the Engineer, or his designee for action as provided in Article 4 and shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner to all such matters arising prior to the date final payment is due, regardless of: (1) whether such matters relate to execution and progress of the Work; or (2) the extent to which the work has been completed. The decision by the Engineer, or his designee in response to a Claim shall not be a condition precedent to litigation in the event: (1) the position of the Engineer, or his designee is vacant; (2) the Engineer, or his designee has not received evidence or has failed to render a decision within agreed time limits; (3) the Engineer, or his designee has failed to take action required under Article 4 within thirty (30) days after the Claim is made; (4) forty-five (45) days have passed after the Claim has been referred to the Engineer, or his designee; or, (5) the claim relates to a mechanic's lien.

§ 15.1.3 TIME LIMITS ON CLAIMS

Claims must be within twenty one (21) calendar days after the occurrence of the event giving rise to the Claim or within twenty-one (21) calendar days after the claimant first becomes aware of the condition giving rise to the Claim, whichever is later. There shall be no time limitation upon any Claims made by the Owner. Claims must be made by written notice to the Engineer, or his designee. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted pursuant to the requirements of this Paragraph. Notice shall be deemed effective upon the Engineer, or his designee's receipt of the Notice.

§ 15.1.4 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments to the extent required by the Contract Documents.

§ 15.1.5 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

If conditions are encountered at the Site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for the Contract Documents, the Owner and Contractor mutually agree to give written notice to each other; including the Engineer, or his designee and any affected Contractor or subcontractor, upon the observation of the condition within twenty-four (24) hours of first observation of the condition. The Engineer, or his designee will investigate such conditions within seventy-two (72) hours and will diligently process and render a recommendation within twenty-one (21) days unless otherwise agreed in writing. If the Engineer, or his designee determines that the condition at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified the Engineer, or his designee shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in

opposition to such determination must be made within seven (7) days after the Engineer, or his designee has given notice of the decision.

§ 15.1.6 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum written notice as provided herein shall be given before proceeding to execute the Work. All documentation in support of the Contractor's request shall, likewise be provided at the time said written request is made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3 or elsewhere in the Contract Documents.

§ 15.2 CLAIMS FOR ADDITIONAL TIME

§ 15.2.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work, , all documentation in support of the Contractor's request shall, likewise be provided at the time said written request is made. In the case of a continuing delay, only one Claim is necessary.

§ 15.2.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The term "abnormal" as used here shall be construed according to the following formula: average rainfall (or snow, low temperature, etc) for the past five (5) years for the month in question, plus ten percent (10%). Accordingly, weather is not deemed to be abnormal unless it is ten percent (10%) worse than the average for the month over the past five (5) years. Claims relating to weather must be submitted within seven (7) calendar days of the occurrence of any such delays.

§ 15.3 CLAIMS FOR INJURY OR DAMAGE TO PERSON OR PROPERTY. If either Party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party, including the Engineer, or his designee , within a reasonable time not exceeding twenty-one (21) days after first occurrence, unless another time period is required by law. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided for in Article 15.

§ 15.3.2 The Owner is not required to institute a claim under this section in order to terminate this Agreement.

§ 15.4 RESOLUTION OF CLAIMS AND DISPUTES

The Engineer, or his designee will review Claims and take one or more of the following preliminary actions with ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant; (2) reject the Claim in who or in part, stating reasons for rejection ; (3) recommend approval of the Claim by other party; or (4) suggest a compromise.

§ 15.4.2 If a Claim has been resolved, the Engineer, or his designee will prepare or obtain appropriate documentation in consultation with Owner's counsel as circumstances dictate.

§ 15.4.3 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Engineer, or his designee , the Engineer, or his designee will notify the parties in writing that the Engineer, or his designee 's decision will be made within seven (7) days, which decision shall be final. Upon expiration of such time period, the Engineer, or his designee will render to the parties the Engineer, or his designee 's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both.

§ 15.5. CLAIMS FORUM

Unless otherwise required by Section 5.1.3 of the Standard Form of Agreement between the Owner and Contractor, claims, disputes, or other matters in question between the parties to this Contract arising out of or relating to the Project or to this Contract, or the alleges breach thereof, shall be subject in the first instance to mediation and failing that, there in, a Court of competent jurisdiction venued in Union County, New Jersey. The Owner may not be compelled to submit any dispute concerning the Project to arbitration. By accepting award of the Contract and executing the Agreement, the Contractor consents to its joinder as a party in any litigation, mediation, arbitration or any other legal proceeding involving the Project and any references in the Contract documents.

§ 16.1 INTERPRETATIONS IN WRITING

§ 16.1.1 Neither the price bid for the work of any Contract, nor the Contract Sum, shall be based in any manner upon oral opinions, or real or alleged instructions of an oral nature, regardless if whether such opinions or instructions are expressed by the Owner, the Engineer, or his designee or its Consultants, the Contractor, or agents or representative of any of them and no such oral communication shall form the basis of a Claim.

§ 16.1.2 These provisions do not intend to deny, on an oral basis, normal discussion, recommendations, explanations, suggestions, approvals, rejections, and similar activity in pursuit of the work of the Project, such as at job conferences and otherwise at the Site. In such instances, the written minutes, correspondence, shop drawing records, written field orders, and other written data shall govern over personal claims regarding statements made contrary to the written data.

§ 17.1 JOB SITE MEETINGS

§ 17.1.1 Job site meetings, when called by the Engineer, or his designee, shall be held at a location and time convenient to the Owner's representatives, the Engineer, or his designee, and Contractor(s). Each Contractor shall attend such meeting, or be represented by a person in authority who is thoroughly familiar with the Project and who can speak and make decisions for the Contractor. In the instance of a Single Overall Contract, each of the major Subcontractors-Structural Steel, and ornamental iron work, plumbing, gas fitting and all kindered work and steam power plants, steam, and hot water heating and ventilating apparatus and Electrical-shall have a person in authority who is thoroughly familiar with the Project attend the meetings.

§ 18.1 MANDATORY LAW AGAINST DISCRIMINATION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
(N.J.A.C. 13:6-1.3)

§ 18.1.1 The parties of this contract do hereby agree that the provision of N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4 dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them.

§ 18.1.1 Pursuant to the provision of N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, during the performance of this contract, the Contractor agrees as follows:

§ 18.2.1.1 In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no Contractor, including without limitation, the Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color national origin, ancestry, Marital status, gender identity or expression, affectional or sexual orientation, or sex, discriminate against any person who is qualified and available to perform the Work, to which the employment relates;

§ 18.2.1.2 No Contractor, including, without limitation, the Contractor, Subcontractor, nor any person acting on its behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such Contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, or sex;

§ 18.2.1.3 There may be deducted from the amount payable to the Contractor by the Owner, under the Contract, a penalty of \$50.00 (fifty dollars) for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and

§ 18.2.1.4 This contract may be canceled or terminated by the Owner, and all the money due or to become due hereunder may be forfeited, for any violation of this section of the Contract occurring after notice to the Contractor from the contracting public agency or any prior violation of this section of the Contract.

§ 19.1 CONTRACTOR AND SUBCONTRACTOR COLLECTION OF USE TAX TO LOCAL GOVERNMENTS

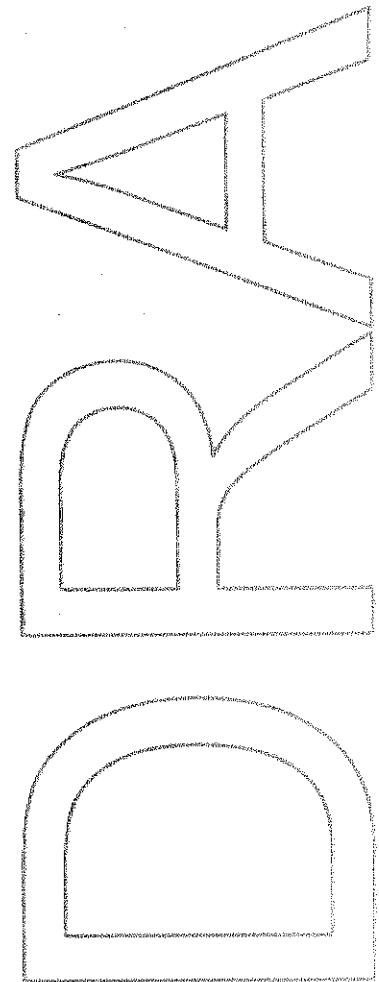
§ 19.1.1 The Contractor acknowledges and agrees that pursuant to P.L. 2004, c. 57, enacted by the State of New Jersey on June 29, 2004, contractors or contractors with subcontractors, or their affiliates, who enter into contracts

with New Jersey local government entities, including without limitation, boards of education, are, effective as of September 1, 2004, required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax pursuant to the "sales and Use Tax Act," P.L. 1966, c. 30 (C.54:32B-1 et. seq.) on all their sales of tangible personal property delivered into the State of New Jersey (hereinafter referred to as the "Contractor Use Tax Collection Legislation").

§ 19.2.1 The Contractor hereby covenants and agrees that the Contractor, any subcontractor and each of their affiliates, shall collect and remit to the New Jersey Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c. 30 (C.54:32B-1 et. seq.) on all their sales of tangible personal property delivered into the State of New Jersey. For purposes herein, "affiliate" shall mean any entity that : (a) directly, indirectly or constructively controls another entity; (b) is directly, indirectly, or constructively controlled by another entity; or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the Ownership interest in that entity.

§ 19.3.1 The parties intend that this Article 19 shall comply with the rules and regulations promulgated pursuant to the Contractor Use Tax Collection Legislation and shall be interpreted consistent therewith.

§ 19.4 Notwithstanding anything contained in the Agreement to the contrary, the Contractor hereby agrees to indemnify and hold the Owner harmless from and against any and all fines, taxes, penalties, interest, claims, losses. Costs, expenses, liabilities, or damages arising out of or in connection with the Contractor's failure to comply with the terms and condition of Sections 19.1 and 19.2 to the fullest extent permitted by law and public policy.





STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

W = Wage Rate per Hour **B** = Fringe Benefit Rate per Hour* **T** = Total Rate per Hour

* Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at www.nj.gov/labor (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/14/16
Journeyman (Mechanic)	W37.18 B21.68 T58.86

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	Mo. 1-3	Mo. 4-12	2nd Year	3rd Year	4th Year	5th Year		Wage = %	of Jnymn	Wage
As Shown										
Wage and Bene	50%	55%	60%	65%	75%	85%		Bene = %	of Jnymn	Bene

Ratio of Apprentices to Journeymen - 1:4

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 3-1-13:

INTERVAL	PERIOD AND RATES							
As Shown	1st Year	2nd Year	3rd Year	4th Year	5th Year		Wage =% of Jnymn Wage	
Wage and Benefit	40%	50%	60%	70%	80%		Bene. =% of Jnymn Wage	

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

- Service/Repair/Maintenance Work to EXISTING facilities.
- Replacement or Installation of air conditioning and refrigeration equipment when the combined tonnage does not exceed 15 tons for refrigeration, or 25 tons for air conditioning.
- Replacement or Installation of "packaged" or "unitary" rooftop-type units when the combined tonnage of the units does not exceed 75 tons.

NOTE: These rates may NOT be used for any work in new construction (including work on new additions).

The regular workday shall consist of 8 hours, starting between 6:00 AM and 10:00 AM, Monday through Friday.

SHIFT DIFFERENTIALS:

- The second and third shifts shall be paid an additional 15% of the hourly rate.
- All shifts must run for a minimum of 5 consecutive days.

OVERTIME:

Hours worked in excess of 8 per day or before or after the regular workday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Boilermaker PREVAILING WAGE RATE

	01/01/17
Foreman	W48.70 B41.32 T90.02
General Foreman	W50.70 B42.30 T93.00
Journeyman	W43.70 B39.72 T83.42

Craft: Boilermaker APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	65%	70%	75%	80%	85%	90%	95%			
1000 Hours										
Benefit =	33.58	34.50	35.38	36.24	37.12	37.49	38.85			

Ratio of Apprentices to Journeymen - *

* 1 apprentice will be allowed for the first 5 journeymen, 1 apprentice for the next 10 journeymen and 1 apprentice for each succeeding 20 journeymen up to a maximum of 5 apprentices per contractor on any one job.

Craft: Boilermaker COMMENTS/NOTES

HIGH WORK: All apprentices working on the erection, repair, or dismantling of smoke stacks, standpipes, or water towers shall be paid the Journeyman rate.

The regular workday shall consist of 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall work 7½ hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.
- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half.
- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through Thursday at straight time. Friday may be used as a make-up day for a day lost to inclement weather, holiday or other conditions beyond the control of the employer. Overtime shall be paid for any hours that exceed 10 hours per day or 40 hours per week.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	01/01/17
Foreman	W32.54 B16.17 T48.71
General Foreman	W33.04 B16.17 T49.21
Mechanic	W31.04 B16.17 T47.21

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

NOTE: These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed \$125,000.00).

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	11/01/16	05/01/17	05/01/18
Deputy Foreman	W43.00 B30.91 T73.91	W0.00 B0.00 T76.04	W0.00 B0.00 T78.23
Foreman	W46.00 B30.91 T76.91	W0.00 B0.00 T79.04	W0.00 B0.00 T81.23
Journeyman	W40.00 B30.91 T70.91	W0.00 B0.00 T73.04	W0.00 B0.00 T75.23

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 Months										
Benefits	3.72	4.65	5.12	5.58	20.48	21.83	23.18	24.52		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

The regular workday shall consist of 8 hours, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the first, or day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 10%, inclusive of benefits.

OVERTIME:

- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. The first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost to inclement weather.
- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Carpenter PREVAILING WAGE RATE

	11/01/16	05/01/17	11/01/17	05/01/18	11/01/18
Foreman	W53.42	W0.00	W0.00	W0.00	W0.00
	B30.44	B0.00	B0.00	B0.00	B0.00
	T83.86	T85.04	T86.04	T87.29	T88.54
Journeyman	W46.45	W0.00	W0.00	W0.00	W0.00
	B26.48	B0.00	B0.00	B0.00	B0.00
	T72.93	T74.23	T75.23	T76.48	T77.73

Craft: Carpenter APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	Yearly	40%	55%	65%	80%	90%				
Benefit	57% of	Appren	tice	Wage	for all	intervals				

Ratio of Apprentices to Journeymen - 1:3

Craft: Carpenter COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 7:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

OVERTIME:

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	11/01/16	05/01/17	11/01/17	05/01/18	11/01/18
Foreman	W53.42	W0.00	W0.00	W0.00	W0.00
	B30.44	B0.00	B0.00	B0.00	B0.00
	T83.86	T85.04	T86.04	T87.29	T88.54
Journeyman	W46.45	W0.00	W0.00	W0.00	W0.00
	B26.48	B0.00	B0.00	B0.00	B0.00
	T72.93	T74.23	T75.23	T76.48	T77.73

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	Yearly	40%	55%	65%	80%	90%				
Benefit	57%	of	Appren	tice	Wage	for all	intervals			
					Rate					

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman.

FOR SYNTHETIC TURF INSTALLATION ONLY:

- The rate shall be 90% of the wage and benefit rate.

The regular workday consists of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

OVERTIME:

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Cement Mason

PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:4

Craft: Cement Mason

COMMENTS/NOTES

See "Bricklayer, Stone Mason" Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Dockbuilder PREVAILING WAGE RATE

	11/29/16	05/01/17	11/01/17	05/01/18	11/01/18
Foreman	W51.29 B44.37 T95.66	W0.00 B0.00 T96.79	W0.00 B0.00 T97.99	W0.00 B0.00 T99.24	W0.00 B0.00 T100.49
Foreman (Concrete Form Work)	W50.14 B31.56 T81.70	W0.00 B0.00 T82.90	W0.00 B0.00 T84.10	W0.00 B0.00 T85.35	W0.00 B0.00 T86.60
Journeyman	W44.60 B44.37 T88.97	W0.00 B0.00 T90.17	W0.00 B0.00 T91.37	W0.00 B0.00 T92.62	W0.00 B0.00 T93.87
Journeyman (Concrete Form Work)	W43.60 B31.56 T75.16	W0.00 B0.00 T76.36	W0.00 B0.00 T77.56	W0.00 B0.00 T78.81	W0.00 B0.00 T80.06

Craft: Dockbuilder APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	17.84	22.30	28.99	35.68						
Benefit	29.95	for all	intervals		Concrete	Form Work	Only Ben.	= 21.81	for all	intervals

Ratio of Apprentices to Journeymen - *

* When there are 4 or fewer Dockbuilders on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders, there may be 1 apprentice for every 5 Dockbuilders.

Craft: Dockbuilder COMMENTS/NOTES

CREOSOTE HANDLING:

When handling creosote products on land piledriving, floating marine construction, and construction of wharves, the worker shall receive an additional \$0.25 per hour.

HAZARDOUS WASTE WORK:

- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.
- Hazardous waste removal work in Level D, or where personal protection is not required: an additional \$1.00 per hour.

CERTIFIED WELDER: When required on the job by the project owner, a Certified Welder shall receive an additional \$1.00 per hour.

FOREMAN REQUIREMENTS:

The first Dockbuilder on the job shall be designated a Foreman.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Drywall Finisher

PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W42.55 B23.10 T65.65	W44.30 B22.60 T66.90
General Foreman	W44.45 B23.10 T67.55	W46.20 B22.60 T68.80
Journeyman	W38.75 B23.10 T61.85	W40.50 B22.60 T63.10

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	9.85	Intervals	4 to 6 =	12.28	Intervals	7 to 9 =	14.95	

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher

COMMENTS/NOTES

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician

PREVAILING WAGE RATE

	05/30/16	05/29/17	05/28/18
Cable Splicer	W58.71 B33.74 T92.45	W60.08 B34.53 T94.61	W61.52 B35.35 T96.87
Foreman	W59.77 B34.34 T94.11	W61.17 B35.15 T96.32	W62.64 B35.98 T98.62
Journeyman	W53.37 B30.67 T84.04	W54.62 B31.39 T86.01	W55.93 B32.13 T88.06

Craft: Electrician

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	Yearly	40%	49%	58%	68%	80%		of Jour	neyman	Wage
Benefit	40%	49%	58%	68%	80%		of Jour	neyman	Benefit	Rate

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All burglar and fire alarm work.
- All fiber optic work.
- Teledata work in new construction.
- Teledata work involving 16 Voice/Data Lines or more.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

- On any job where there are 1 to 10 Journeymen electricians, 1 shall be designated a Foreman.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (4:30 PM to 12:30 AM) shall receive 8 hours pay for 7.5 hours work + an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM) shall receive 8 hours pay for 7 hours work + an additional 15% of the regular rate, per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

PREVAILING WAGE RATE

	11/01/16
Master Technician/General Foreman	W52.18 B28.69 T80.87
Senior Technician/Lead Foreman (21-30 Workers on Job)	W47.77 B26.26 T74.03
Technician A/Foreman (11-20 Workers on Job)	W45.76 B25.16 T70.92
Technician B/Working Foreman (4-10 Workers on Job)	W43.75 B24.06 T67.81
Technician C/Journeyman (1-3 Workers on Job)	W40.14 B22.07 T62.21

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	20.14	21.48	23.72	26.41	29.54	32.23	35.36	38.49		
Benefits	7.85	8.38	9.25	10.29	11.52	12.56	13.79	15.01		

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 10-31-14:

INTERVAL	PERIOD AND RATES									
6 Months	17.90	19.25	21.48	24.17	27.30	29.99	33.12	36.26		
Benefits	6.98	7.51	8.38	9.42	10.65	11.69	12.92	14.13		

NOTES:

- These rates are for service, maintenance, moves, and/or changes affecting 15 Voice/Data (teledata) lines or less. These rates may NOT be used for any teledata work in new construction (including additions) or any fiber optic work.
- The number of Teledata workers on the jobsite is the determining factor for which Foreman category applies .

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

- 2nd Shift (4:30 PM to 12:30 AM) shall receive 8 hours pay for 7.5 hours work + an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM) shall receive 8 hours pay for 7 hours work + an additional 15% of the regular rate, per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

See ELECTRICIAN Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	05/30/16	05/29/17	05/28/18
Cable Splicer	W58.99 B33.46 T92.45	W60.37 B34.24 T94.61	W61.82 B35.06 T96.88
Certified Welder	W56.31 B31.94 T88.25	W57.62 B32.68 T90.30	W59.01 B33.47 T92.48
Equipment Operator	W53.63 B30.42 T84.05	W54.88 B31.13 T86.01	W56.20 B31.88 T88.08
Foreman (1-10 Journeyman workers on job)	W60.07 B34.07 T94.14	W61.47 B34.86 T96.33	W62.94 B35.70 T98.64
Foreman (11-20 Journeyman workers on job)	W61.67 B34.98 T96.65	W63.11 B35.79 T98.90	W64.63 B36.66 T101.29
General Foreman (21-30 Journeyman workers on job)	W63.28 B35.89 T99.17	W64.76 B36.73 T101.49	W66.32 B37.61 T103.93
General Foreman (31-60 Journeyman workers on job)	W68.65 B38.94 T107.59	W70.25 B39.84 T110.09	W71.94 B40.80 T112.74
General Foreman (61+ Journeyman workers on job)	W69.72 B39.54 T109.26	W71.34 B40.46 T111.80	W73.06 B41.44 T114.50
Groundman	W32.18 B18.26 T50.44	W32.93 B18.68 T51.61	W33.72 B19.13 T52.85
Journeyman Lineman/Technician	W53.63 B30.42 T84.05	W54.88 B31.13 T86.01	W56.20 B31.88 T88.08
Sub-Foreman	W60.07 B34.07 T94.14	W61.47 B34.86 T96.33	W62.94 B35.70 T98.64

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	65%	70%	75%	80%	85%	90%			
Benefits	56.4% of	Journey	man	wage	+.01					

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

EFFECTIVE 5-30-16- The apprentice benefit rate shall be 56.7% + \$.01.
 EFFECTIVE 5-29-17- The apprentice benefit rate shall be 56.7% + \$.01.
 EFFECTIVE 5-28-18- The apprentice benefit rate shall be 56.7% + \$.01.

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

The regular worday shall be 8 hours, between 8:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

On jobs where there are 2 Journeymen, one shall be a Foreman. The following number of Foreman, General Foreman, Assistant General Foreman and Sub-Foreman shall be required with respect to number of Journeymen on site:

- 2-10 Journeymen (1 Foreman)
- 11-20 Journeymen (1 Foreman and 1 Sub-Foreman)
- 21-30 Journeymen (1 Foreman and 2 Sub-Foremen)

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive benefits.

OVERTIME:

Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	62.5% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	27.37	29.65	31.93	34.21	36.49	38.77	41.05			
Benefits	24.01	25.34	26.73	28.09	29.43	30.80	32.18			

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Elevator Constructor PREVAILING WAGE RATE

	03/17/16	03/17/17	03/17/18
Journeyman	W60.96	W62.64	W64.48
	B39.77	B41.56	B43.36
	T100.73	T104.20	T107.84

Craft: Elevator Constructor APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	Yearly	27.22	33.53	39.62	45.72					
Benefits	31.75	32.88	34.41	35.93						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Constructor COMMENTS/NOTES

The regular workday shall consist of either 7 or 8 hours to be established at the beginning of the project, between 7:00 AM and 4:30 PM.

OVERTIME:

For all hours worked before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday, shall be paid at double the hourly rate. Holiday pay is one days wages (8 hours) plus double the hourly rate for all hours worked.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

	03/17/16	03/17/17	03/17/18
Journeyman	W47.91	W49.14	W50.49
	B38.17	B39.91	B41.66
	T86.08	T89.05	T92.15

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	27.22	26.35	31.14	35.93						
Benefits	31.68	31.99	33.37	34.74						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

COMMENTS/NOTES

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

- The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one days wages (8 hours) plus time and one-half the hourly rate for all hours worked.

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

- The regular workday consists of 8 hours, between 6:00 AM and 6:00 PM.

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS (Modernization and Service): New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Glazier PREVAILING WAGE RATE

	06/20/16
Foreman	W47.39 B23.26 T70.65
General Foreman	W49.39 B23.50 T72.89
Journeyman	W43.39 B22.78 T66.17

Craft: Glazier APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	6.51	Intervals	4 to 6 =	9.33	Intervals	7 to 9 =	11.67	

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AS OF 5-1-14:

INTERVAL	PERIOD AND RATES							
6 Months	50%	55%	60%	65%	70%	75%	80%	90%
Benefits	8.10	8.10	10.34	10.34	11.51	11.51	14.62	14.62

Hazard/Height Pay: +\$1.00 per hour

FOREMAN REQUIREMENTS:

- When there are 4 or more Glaziers on a job, 1 must be designated a Foreman.
- When there are 15 or more Glaziers on a job, 1 must be designated a General Foreman.

The regular workday shall consist of 8 hours, between 7:00 AM and 5:30 PM, Monday to Friday.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	10/17/16
Foreman	W52.52 B30.17 T82.69
General Foreman	W55.07 B31.28 T86.35
Journeyman	W51.24 B29.61 T80.85

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	23.77	28.19	34.05	39.96						
Benefits	17.83	21.08	23.21	25.16						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator

COMMENTS/NOTES

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

The regular workday shall be 8 hours between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day and Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	10/17/16
Asbestos Helper Abatement	W33.52 B22.69 T56.21
Firestop/Hazmat	W26.93 B9.25 T36.18
Foreman	W52.52 B30.17 T82.69

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

NOTE: These rates apply only to the removal of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

The regular workday shall be 8 hours between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

OVERTIME: The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day and Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Ironworker PREVAILING WAGE RATE

	08/02/16	07/01/17
Rod /Fence Foreman	W42.24 B44.27 T86.51	W0.00 B0.00 T88.51
Rod/Fence Journeyman	W39.24 B44.27 T83.51	W0.00 B0.00 T85.51
Structural Foreman	W44.54 B44.27 T88.81	W0.00 B0.00 T90.56
Structural Journeyman	W41.54 B44.27 T85.81	W0.00 B0.00 T87.56

Craft: Ironworker APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	60%		Yearly	70%	80%	90%			

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker COMMENTS/NOTES

HAZARDOUS WASTE WORK: On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A,B, or C personal protection: + \$3.00 per hour

The regular workday consists of 8 hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

When there are 2 or more Ironworkers on a job, 1 shall be designated a Foreman.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule is established, the first, or day shift , shall be established on an 8 hour basis .The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%.

- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, and the third shift shall receive the regular rate plus 20%.

- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.

- When an irregular shift is established for the Ironworker (Structural) classification, the rate shall be paid at time and one-half the regular rate, inclusive of benefits. When an irregular shift is established for the Rod/Fence classification, the shift shall be established on an 8 hour basis and receive the regular rate, plus 20%.

OVERTIME:

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits. Saturday may be used as a make-up day for a day lost to inclement weather. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	04/07/16
Journeyman (Handler)	W29.87 B22.92 T52.79

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	17.92	20.91	23.90	26.88						
Benefits	21.27	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Asbestos & Hazardous Waste Removal

COMMENTS/NOTES

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

OVERTIME:

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- When the owner (Public Body) mandates that work is to be performed on Sunday, those hours may be worked at straight time, up to 8 hours per day, up to 40 hours per week.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Laborer - Building

PREVAILING WAGE RATE

	11/01/16	05/01/17	11/01/17	05/01/18
Class A Journeyman	W31.55	W0.00	W0.00	W0.00
	B27.22	B0.00	B0.00	B0.00
	T58.77	T59.67	T60.72	T62.57
Class B Journeyman	W31.05	W0.00	W0.00	W0.00
	B27.22	B0.00	B0.00	B0.00
	T58.27	T59.17	T60.22	T62.07
Class C Journeyman	W26.43	W0.00	W0.00	W0.00
	B27.22	B0.00	B0.00	B0.00
	T53.65	T54.55	T55.60	T57.45
Foreman	W35.46	W0.00	W0.00	W0.00
	B27.22	B0.00	B0.00	B0.00
	T62.68	T63.58	T64.63	T66.48
General Foreman	W39.38	W0.00	W0.00	W0.00
	B27.22	B0.00	B0.00	B0.00
	T66.60	T67.50	T68.55	T70.40

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	60%	70%	80%	90%						
6 Months										
Benefit	23.97	23.97	23.97	23.97						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Building

COMMENTS/NOTES

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

OVERTIME:

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. All hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.

- Benefits on ALL overtime hours shall be paid at time and one-half.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	18.78	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

Craft: Laborer - Heavy & General

COMMENTS/NOTES

Heavy & General Laborer rates are located in the "Statewide" rate package.

With respect to the APPRENTICE RATE SCHEDULE, the following shall apply:

On 3-1-17- benefits shall be \$19.53.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

	01/05/17	04/01/17
* Skilled Tradesman (only applies to Modular Construction)	W25.25 B5.45 T30.70	W25.55 B5.45 T31.00
Foreman (person directing crew, regardless of his skill classification)	W25.25 B5.45 T30.70	W25.55 B5.45 T31.00
Laborer	W21.25 B5.45 T26.70	W21.55 B5.45 T27.00
Laborer (for single family and stand-alone duplex owned by single owner)	W16.55 B2.95 T19.50	W17.05 B2.95 T20.00

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	As shown	800 hours	600 hours	600 hours						
wage & benefits	70%	80%	90%							

Ratio of Apprentices to Journeymen-

One (1) apprentice shall be allowed for the first journeyman on site and no more than one (1) additional apprentice for each additional three (3) journeymen on site.

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

* SKILLED TRADESMAN- any worker doing work not typically done by a Building Laborer. Some examples are installing interior doors, sheet rock, hooking up appliances, installing light fixtures, installing railing systems, etc. Please note where local building codes require that certain work be performed under the supervision of a licensed tradesman (i.e. Plumber, Electrician, etc.) Laborers shall work under such supervision.

RESIDENTIAL CONSTRUCTION- All residential construction (not commercial), single-family, stand-alone duplex houses, townhouses and multi-family buildings of not more than four (4) floors, including basement levels. Please note the construction must be residential in nature for ALL FLOORS at an elevation of no more than FOUR (4) FLOORS, INCLUDING BASEMENT. In addition, barracks and dormitories are not considered residential projects.

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be residential in nature for ALL STORIES at an elevation of no more than FOUR (4) STORIES. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS,

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

OVERTIME:

Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

RECOGNIZED HOILDAYS:

New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Millwright PREVAILING WAGE RATE

	11/01/16
Foreman	W53.53 B31.65 T85.18
Journeyman	W46.55 B27.60 T74.15

Craft: Millwright APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
Benefits	58% of	Appren	tice	Wage	Rate	for all	intervals	+ \$.60		

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Millwrights on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Millwrights on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 7:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

OVERTIME:

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Operating Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%	90%						

Ratio of Apprentices to Journeymen - *

* 1 apprentice for each piece of heavy equipment. At least 10 pieces of heavy equipment or a minimum of 5 Operating Engineers must be on site.

Craft: Operating Engineer

COMMENTS/NOTES

Operating Engineer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer - Field Engineer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	70%	75%	of Rod/	Chainman	Wage					
Yearly			80%	90%	Transit/	Instrument	man	Wage		

Ratio of Apprentices to Journeymen - *

* No more than 1 Field Engineer Apprentice per Survey Crew.

Craft: Operating Engineer - Field Engineer

COMMENTS/NOTES

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter - Bridges

PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W57.38 B26.92 T84.30	W61.13 B25.67 T86.80
General Foreman	W59.38 B26.92 T86.30	W63.13 B25.67 T88.80
Journeyman	W52.38 B26.92 T79.30	W56.13 B25.67 T81.80

Craft: Painter - Bridges

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%			60%	70%		80%	90%	
6 Months										
Benefits	Intervals	1 to 2 =	8.88	Intervals	3 to 4 =	10.81	Intervals	5 to 6 =	13.48	

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - Bridges

COMMENTS/NOTES

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	12/29/16
Apprentice (1st year)	W24.45 B10.75 T35.20
Apprentice (2nd year)	W28.45 B16.80 T45.25
Foreman (Charge Person)	W36.60 B17.08 T53.68
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W32.33 B17.08 T49.41
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W36.10 B17.08 T53.18

Craft: Painter - Line Striping

COMMENTS/NOTES

OVERTIME:

Hours in excess of 8 per day, Monday through Saturday, and all hours on Sundays and holidays shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Veterans Day may be substituted for the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter - New Construction

PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W42.26 B22.94 T65.20	W44.39 B22.35 T66.74
General Foreman	W46.10 B23.40 T69.50	W48.43 B22.81 T71.24
Journeyman	W38.42 B22.49 T60.91	W40.36 B21.90 T62.26

Craft: Painter - New Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	8.00	Intervals	4 to 6 =	10.00	Intervals	7 to 9 =	11.00	

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - New Construction

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON 5-1-14:

INTERVAL	PERIOD AND RATES							
6 Months	40%	45%	55%	65%	70%	75%	80%	90%
Benefits	8.00	8.00	10.00	10.00	11.00	11.00	14.00	14.00

Spraying, sandblasting, lead abatement, work on tanks or stacks, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter - Repainting PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W31.59 B18.45 T50.04	W34.17 B18.45 T52.62
General Foreman	W34.45 B18.87 T53.32	W37.39 B18.45 T55.84
Journeyman	W28.74 B18.87 T47.61	W31.16 B18.45 T49.61

Craft: Painter - Repainting APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	NEW	CONSTR	TION					
				UC						

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - Repainting COMMENTS/NOTES

NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tank, or generating stations.

Spraying, sandblasting, lead abatement, work on tanks or stacks, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

OVERTIME:

- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Four 10-hour days may be worked, at straight time, Monday through Sunday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter- Containment

PREVAILING WAGE RATE

	05/01/16	05/01/17
Journeyman	W33.43 B23.92 T57.35	W37.68 B22.92 T60.60

Craft: Painter- Containment

COMMENTS/NOTES

NOTE: These rates shall require no painting, but used in a supporting capacity only, such as wrapping, boxing, fencing, etc. on tanks.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate..

- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter-Elevated Water Tanks

PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W47.17 B24.17 T71.34	W50.92 B22.92 T73.84
General Foreman	W49.17 B24.17 T73.34	W52.92 B22.92 T75.84
Journeyman	W42.17 B24.17 T66.34	W45.92 B22.92 T68.84

Craft: Painter-Elevated Water Tanks

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	Painter	Bridges							

Craft: Painter-Elevated Water Tanks

COMMENTS/NOTES

These rates apply to: All new and repaint elevated water tanks (interior and exterior).

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter-Structural Steel

PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W46.12 B24.51 T70.63	W49.87 B23.26 T73.13
General Foreman	W48.12 B24.51 T72.63	W51.87 B23.26 T75.13
Journeyman	W41.12 B24.51 T65.63	W44.87 B23.26 T68.13

Craft: Painter-Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

Craft: Painter-Structural Steel

COMMENTS/NOTES

These rates apply to: All work in power plants (any aspect). On steeples, on dams, on hangers, transformers, substations, etc. and on open steel, whether new or repaint. All new work (excluding traditional commercial painting work) in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Paperhanger - New Construction

PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W43.25 B22.59 T65.84	W45.32 B21.44 T66.76
Journeyman	W39.32 B22.59 T61.91	W41.20 B22.01 T63.21

Craft: Paperhanger - New Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits	Intervals	1 to 3 =	8.00	Intervals	4 to 6 =	10.00	Intervals	7 to 9 =	11.00	

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - New Construction

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON 5-1-14:

INTERVAL	PERIOD AND RATES							
6 Months	40%	45%	55%	65%	70%	75%	80%	90%
Benefits	8.00	8.00	10.00	10.00	11.00	11.00	14.00	14.00

FOREMEN REQUIREMENTS:

- When there are 4 or more Paperhangers on a job, 1 shall be designated a Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Paperhanger - Renovation

PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W32.39 B18.96 T51.35	W35.06 B18.53 T53.59
Journeyman	W29.45 B18.96 T48.41	W31.88 B18.53 T50.41

Craft: Paperhanger - Renovation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAPER-	HANGER	NEW	CONSTR	TION				
					UC					

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - Renovation

COMMENTS/NOTES

NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tanks, or generating stations.

FOREMEN REQUIREMENTS:

- When there are 4 or more Paperhangers on a job, 1 shall be designated a Foreman.

OVERTIME:

- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.

- Four 10-hour days may be worked, at straight time, Monday through Sunday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

ANY new construction.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays are observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Plasterer

PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Craft: Plasterer

COMMENTS/NOTES

See BRICKLAYER, STONE MASON Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Plumber PREVAILING WAGE RATE

	05/04/16
Foreman	W55.52 B32.99 T88.51
General Foreman	W59.12 B32.99 T92.11
Journeyman	W51.41 B32.99 T84.40

Craft: Plumber APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefits	12.77	18.77	20.44	22.13	23.80					

Ratio of Apprentices to Journeymen - *

* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

Craft: Plumber COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job having 2 or more Plumbers, 1 must be designated a Foreman.
- On any job having 9 or more Plumbers, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must continue for a minimum of 5 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 10%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 15%, inclusive of benefits.

OVERTIME:

- All hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays, shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Roofer PREVAILING WAGE RATE

	06/06/16
Foreman	W36.52 B25.03 T61.55
Journeyman	W35.52 B25.03 T60.55

Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	14.21	17.76	21.31	24.86	28.42	31.97				
Benefits	2.10	2.10	22.28	22.28	22.28	22.28				

Ratio of Apprentices to Journeymen - *

- * A) For roofing jobs that are of the 1 or single ply nature: 1:2 or fraction thereof
- B) For roofing jobs on new built up roofs: 1:3 or fraction thereof
- C) For roofing jobs that are of a tear-off nature: 1:2 or fraction thereof
- D) For roofing jobs {not requiring complete removal of existing systems, installation done over existing roof}: 1:3 or fraction thereof

Craft: Roofer COMMENTS/NOTES

Pitch: +.50 per hour

Mop Man: +.30 per hour

The regular workday consists of 8 hours between 8:00 AM and 4:30 PM.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	10/31/16
Foreman	W33.79 B31.82 T65.61
Journeyman	W32.54 B31.82 T64.36

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	10.28	11.73	13.18	14.65	16.47	17.96	19.44	20.93	22.40	23.89

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

FOREMAN REQUIREMENT:

When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 3:30 PM.

OVERTIME:

Hours before or after the regular workday, Monday through Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four(4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	08/02/16	06/01/17
Foreman	W49.99 B38.73 T88.72	W0.00 B0.00 T91.22
General Foreman	W50.99 B38.73 T89.72	W0.00 B0.00 T92.22
Journeyman	W46.49 B38.73 T85.22	W0.00 B0.00 T87.72

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	Yearly	35%	45%	55%	65%	of	Journey	man	Wage	Rate
Benefit	35%	45%	55%	65%	of	Journey	man	Benefit	Rate	

Ratio of Apprentices to Journeymen - 1:4

Craft: Sheet Metal Worker

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive \$1.00 more than the regular Journeyman's rate.

The regular workday is 8 hours between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:

- 2nd Shift (3:30 PM - 12:00 AM) : +17% of regular hourly rate
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	01/01/17	07/01/17	01/01/18	07/01/18	01/01/19
Foreman	W62.93 B26.12 T89.05	W64.93 B26.12 T91.05	W64.38 B26.67 T91.05	W66.63 B26.67 T93.30	W66.08 B27.22 T93.30
General Foreman	W65.93 B26.12 T92.05	W67.93 B26.12 T94.05	W67.38 B26.67 T94.05	W69.63 B26.67 T96.30	W69.08 B27.22 T96.30
Journeyman	W58.83 B26.12 T84.95	W60.83 B26.12 T86.95	W60.28 B26.67 T86.95	W62.53 B26.67 T89.20	W61.98 B27.22 T89.20

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	9.50	11.25	50%	55%	60%	65%	70%	75%	80%	85%
1000 Hours	9.50	11.25	50%	55%	60%	65%	70%	75%	80%	85%
Benefits	10.67	10.67	21.22	21.22	21.22	21.22	Intervals	7 to 10	Jourymn	Ben.

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 7-1-13:

INTERVAL	PERIOD AND RATES									
1000 hours	25%	30%	40%	45%	55%	60%	70%	75%	85%	90%
Benefits	10.67	10.67	21.22	21.22	21.22	21.22	Intervals	7 to 10	receive	Journeyman Ben.

Craft: Sprinkler Fitter

COMMENTS/NOTES

The regular workday consists of 8 consecutive hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

- The first Sprinkler Fitter on the job must be designated a Foreman.
- On any job having 12 or more Sprinkler Fitters, one must be designated a General Foreman.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 2 consecutive workdays.
- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any "off hours" shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate. Hours worked in excess of 10 per day, Monday through Friday, and all hours on Saturday, Sunday and holidays, shall be paid double the regular rate.

Four 10 hour days may be worked, Monday through Thursday, at straight-time.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Tile Finisher-Marble PREVAILING WAGE RATE

	01/01/17	07/01/17	01/01/18
Finisher	W46.01	W46.32	W46.66
	B32.68	B33.44	B34.18
	T78.69	T79.76	T80.84

Craft: Tile Finisher-Marble APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	50%	55%	65%	70%	75%	85%	90%	95%		
750 Hours										

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Tile Setter - Ceramic

PREVAILING WAGE RATE

	12/08/16
Finisher	W43.36 B29.09 T72.45
Setter	W56.13 B32.39 T88.52

Craft: Tile Setter - Ceramic

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	60%	65%	70%	75%	85%	95%	100%	

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

	01/01/17	07/01/17	01/01/18
Tile Setter	W57.74	W58.18	W58.53
	B34.26	B35.27	B36.37
	T92.00	T93.45	T94.90

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	50%	55%	65%	70%	75%	85%	90%	95%		
750 Hours										

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Tile Setter - Mosaic & Terrazzo

PREVAILING WAGE RATE

	01/01/17
Grinder or Assistant	W50.86 B34.14 T85.00
Mechanic	W52.46 B34.16 T86.62

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	65%	70%	75%	85%	90%	95%		

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

COMMENTS/NOTES

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Truck Driver

PREVAILING WAGE RATE

	11/01/16	05/01/17	11/01/17	05/01/18	11/01/18
Bucket, Utility, Pick-up, Fuel Delivery trucks	W36.40 B33.01 T69.41	W36.83 B33.78 T70.61	W36.83 B34.58 T71.41	W37.26 B35.40 T72.66	W37.66 B35.80 T73.46
Dump truck, Asphalt Distributor, Tack Spreader	W36.40 B33.01 T69.41	W36.83 B33.78 T70.61	W36.83 B34.58 T71.41	W37.26 B35.40 T72.66	W37.66 B35.80 T73.46
Euclid-type vehicles (large, off-road equipment)	W36.55 B33.01 T69.56	W36.98 B33.78 T70.76	W36.98 B34.58 T71.56	W37.41 B35.40 T72.81	W37.81 B35.80 T73.61
Helper on Asphalt Distributor truck	W36.40 B33.01 T69.41	W36.83 B33.78 T70.61	W36.83 B34.58 T71.41	W37.26 B35.40 T72.66	W37.66 B35.80 T73.46
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W36.40 B33.01 T69.41	W36.83 B33.78 T70.61	W36.83 B34.58 T71.41	W37.26 B35.40 T72.66	W37.66 B35.80 T73.46
Straight 3-axle truck	W36.45 B33.01 T69.46	W36.88 B33.78 T70.66	W36.88 B34.58 T71.46	W37.31 B35.40 T72.71	W37.71 B35.80 T73.51
Tractor Trailer (all types)	W36.55 B33.01 T69.56	W36.98 B33.78 T70.76	W36.98 B34.58 T71.56	W37.41 B35.40 T72.81	W37.81 B35.80 T73.61
Vacuum or Vac-All truck (entire unit)	W36.40 B33.01 T69.41	W36.83 B33.78 T70.61	W36.83 B34.58 T71.41	W37.26 B35.40 T72.66	W37.66 B35.80 T73.46
Winch Trailer	W36.65 B33.01 T69.66	W37.08 B33.78 T70.86	W37.08 B34.58 T71.66	W37.51 B35.40 T72.91	W37.91 B35.80 T73.71

Craft: Truck Driver

COMMENTS/NOTES

BLENDED RATE:

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

HAZARDOUS WASTE REMOVAL:

- On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection, the driver shall receive an additional \$3.00 per hour (with or without protective gear).
- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional \$1.00 per hour.

TRUCK FOREMAN: \$.75 cents per hour above regular rate. Overtime shall be increased accordingly.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

The regular workday shall be 8 hours, starting between 6:00 AM and 8:00 AM.

SHIFT DIFFERENTIAL:

- Shifts starting at 4:00 PM (2nd Shift): + \$2.50 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a lost day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans' Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/12
Driver	W22.90 B10.17 T33.07

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

BLENDED RATE:

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate". See the "Truck Driver" craft for the blended rates.

Truck Foreman/Shop Steward: +\$0.25 per hour

SHIFT DIFFERENTIALS:

- 2nd Shift shall receive an additional \$0.50 per hour
- 3rd Shift shall receive time and one-half the hourly rate.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans' Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Welder

PREVAILING WAGE RATE

Welder

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental .

STATEWIDE RATES

OPERATING ENGINEERS Rates Expiration Date : 06/30/2017

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

On all machines, including pile drivers with booms of 100 feet and over (including jib) the Operating Engineer shall receive the regular hourly rate plus: \$1.00 per hour on rigs with 100 foot Boom (including jib) up to 139 feet, and \$2.00 per hour on rigs with 140 foot Boom (including jib) and over. On all hoists where "Cat Head" or "Sheave Point" is 100 feet or more above ground level, the same differential pay shall apply as applicable to booms 100 feet and over.

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
46.48	30.63	77.11	78.26

CLASSIFICATIONS:

- A-Frame
- Backhoe (combination)
- Boom Attachment on loaders (Except pipehook)
- Boring & Drilling Machine
- Brush Chopper, Brush Shredder, Tree Shredder
- Bulldozer, finish grade
- Cableway
- Carryall
- Concrete Pump
- Concrete Pumping System (Pumpcrete & similar types)
- Conveyor, 125 feet or longer
- Drill Doctor (Duties include dust collector and maintenance)
- Front End Loader (2 cu. yds. but less than 5 cu. yds.)
- Grader, finish
- Groove Cutting Machine (ride-on type)
- Heater Planer
- Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type)
- Hydraulic Crane (10 tons & under)
- Hydro-Axe
- Hydro-Blaster
- Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)
- Log Skidder

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
46.48	30.63	77.11	78.26

CLASSIFICATIONS:

- Pan
- Paver, concrete
- Plate & Frame Filter Press
- Pumpcrete (unit type)
- Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)
- Scraper
- Side Boom
- Straddle Carrier (Ross and similar types)
- Vacuum Truck
- Whiphammer
- Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
44.57	30.63	75.20	76.35

CLASSIFICATIONS:

- Asphalt Curbing Machine
- Asphalt Plant Engineer
- Asphalt Spreader
- Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)
- Autograde Curecrete Machine (CMI & similar types)
- Autograde Tube Finisher & Texturing Machine (CMI & similar types)
- Bar Bending Machines (Power)
- Batcher, Batching Plant, & Crusher [On Site]
- Belt Conveyor System
- Boom-Type Skimmer Machine
- Bridge Deck Finisher
- Bulldozer (all sizes)
- Captain (Power Boats)
- Car Dumper (railroad)
- Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)
- Compressor (2 or 3 battery)
- Concrete Breaking Machine
- Concrete Cleaning/Decontamination Machine
- Concrete Finishing Machine
- Concrete Saw or Cutter (ride-on type)
- Concrete Spreader (Hetzl, Rexomatic & similar types)
- Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
44.57	30.63	75.20	76.35

CLASSIFICATIONS:

- Conveyors - under 125 feet
- Crane Signalman
- Crushing Machine
- Directional Boring Machine
- Ditching Machine - Small (Ditchwitch, Vermeer or similar types)
- Dope Pot - Mechanical (with or without pump)
- Dumpster
- Elevator
- Fireman
- Fork Lift (Economobile, Lull & similar types)
- Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)
- Generator (2 or 3 battery)
- Giraffe Grinder
- Grader & Motor Patrols
- Grout Pump
- Gunnite Machine (Excluding nozzle)
- Hammer - Vibratory (in conjunction with generator)
- Heavy Equipment Robotics - Operator/Technician
- Hoist (roof, tugger, aerial platform hoist, house car)
- Hopper
- Hopper Doors (power operated)
- Ladder (motorized)
- Laddervator

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
44.57	30.63	75.20	76.35

CLASSIFICATIONS:

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

Tug Captains

Tug Master (Power Boats)

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
44.57	30.63	75.20	76.35

CLASSIFICATIONS:

Ultra High Pressure Waterjet Cutting Tool System -
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
41.23	30.63	71.86	73.01

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
38.65	30.63	69.28	70.43

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS Rates Expiration Date : 06/30/2017

Effective Dates:

	07/01/2016		01/01/2017
Rate	Fringe	Total	Total
48.81	30.63	79.44	80.59

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016		01/01/2017	
Rate	Fringe	Total	Total
48.07	30.63	78.70	79.85

CLASSIFICATIONS:

- Autograde Pavement Profiler (CMI & similar types)
- Autograde Pavement Profiler - Recycle Type (CMI & similar types)
- Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)
- Autograde Slipform Paver (CMI & similar types)
- Backhoe (Excavator)
- Central Power Plant
- Concrete Paving Machine
- Draglines
- Drill, Bauer, AMI and similar types
- Drillmaster, Quarrymaster
- Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill
- Elevator Grader
- Field Engineer-Chief of Party
- Front End Loader (5 cu. yards or larger)
- Gradall
- Grader, Rago
- Helicopter Co-Pilot
- Helicopter Communications Engineer
- Juntann Pile Driver
- Locomotive (large)
- Mucking Machine
- Pavement & Concrete Breaker (Superhammer & Hoe Ram)

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
48.07	30.63	78.70	79.85

CLASSIFICATIONS:

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016		01/01/2017	
Rate	Fringe	Total	Total
42.94	30.63	73.57	74.72

CLASSIFICATIONS:

- Chipper
- Compressor (single)
- Concrete Spreader (small type)
- Conveyor Loader (Except elevator graders)
- Engines, Large Diesel (1620 HP) & Staging Pump
- Farm Tractor
- Fertilizing Equipment (operation & maintenance)
- Fine Grade Machine (small type)
- Form Line Grader (small type)
- Front End Loader (under 1 cubic yard)
- Generator (single)
- Grease, Gas, Fuel, & Oil Supply Trucks
- Heaters (Nelson or other type)
- Lights - portable generating light plant
- Mixer, Concrete (small)
- Mulching Equipment (operation & maintenance)
- Power Broom or Sweeper
- Pump (diesel engine & hydraulic - regardless of power)
- Pump (larger than 2 inch suction, including submersible pumps)
- Road Finishing Machine (small type)
- Roller - grade, fill, or stone base
- Seeding Equipment (operation & maintenance)
- Sprinkler & Water Pump Trucks

OPERATING ENGINEERS Rates Expiration Date : 06/30/2017

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
42.94	30.63	73.57	74.72

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
49.89	30.63	80.52	81.67

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
53.82	30.63	84.45	86.35

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), over 100 tons and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
52.82	30.63	83.45	85.35

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), over 100 tons and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
50.07	30.63	80.70	81.85

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
51.82	30.63	82.45	84.35

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), over 100 tons and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
49.07	30.63	79.70	80.85

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

STRUCTURAL STEEL ERECTION Rates Expiration Date : 06/30/2017

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
51.70	30.63	82.33	83.48

CLASSIFICATIONS:

Helicopter Pilot or Engineer

STRUCTURAL STEEL ERECTION **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
47.64	30.63	78.27	79.42

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
44.98	30.63	75.61	76.76

CLASSIFICATIONS:

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Conveyor or Tugger Hoist

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Maintenance Utility Man

Tug Master (Power Boats)

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

STRUCTURAL STEEL ERECTION **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
43.45	30.63	74.08	75.23

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
41.69	30.63	72.32	73.47

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
49.26	30.63	79.89	81.04

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
38.65	30.63	69.28	70.43

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
48.40	30.63	79.03	80.18

CLASSIFICATIONS:

Field Engineer-Chief of Party

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
55.84	30.63	86.47	88.37

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) over 100 tons and Tower Cranes.

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
54.18	30.63	84.81	86.71

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), over 100 tons and Tower Crane.

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
52.09	30.63	82.72	83.87

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
50.43	30.63	81.06	82.21

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

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STRUCTURAL STEEL ERECTION Rates Expiration Date : 06/30/2017

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
52.09	30.63	82.72	83.87

CLASSIFICATIONS:

Helicopter Co-Pilot

Helicopter Communications Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST **Rates Expiration Date : 06/30/2017**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

On all machines, including pile drivers with booms of 100 feet and over (including jib) the Operating Engineer shall receive the regular hourly rate plus: \$1.00 per hour on rigs with 100 foot Boom (including jib) up to 139 feet, and \$2.00 per hour on rigs with 140 foot Boom (including jib) and over. On all hoists where "Cat Head" or "Sheave Point" is 100 feet or more above ground level, the same differential pay shall apply as applicable to booms 100 feet and over.

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

	07/01/2016		01/01/2017
Rate	Fringe	Total	Total
48.07	30.63	78.70	79.85

CLASSIFICATIONS:

Driller

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TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST Rates Expiration Date : 06/30/2017

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
41.23	30.63	71.86	73.01

CLASSIFICATIONS:

Driller's Helper

FREE AIR TUNNEL JOBS **Rates Expiration Date : 08/31/2017**

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
40.35	27.78	68.13	70.53

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
40.05	27.78	67.83	70.23

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

FREE AIR TUNNEL JOBS **Rates Expiration Date : 08/31/2017**

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
39.55	27.78	67.33	69.73

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
42.05	27.78	69.83	72.23

CLASSIFICATIONS:

Blaster

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
39.00	27.78	66.78	69.18

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.65	27.78	66.43	68.83

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.50	27.78	66.28	68.68

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

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FREE AIR TUNNEL JOBS Rates Expiration Date : 08/31/2017

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.00	27.78	65.78	68.18

CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

DRILL FOR GROUND WATER SUPPLY **Rates Expiration Date : 06/30/2017**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
46.82	30.63	77.45	78.60

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
39.98	30.63	70.61	71.76

CLASSIFICATIONS:

Driller's Helper

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date : 09/30/2018**

NOTE: Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

OVERTIME:

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
37.25	13.78	51.03	52.51

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
32.22	13.38	45.60	46.95

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
30.33	13.23	43.56	44.86

CLASSIFICATIONS:

Certified Welder

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date : 09/30/2018**

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
29.50	12.86	42.36	43.64

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
28.54	12.78	41.32	42.58

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
23.71	12.10	35.81	36.92

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

MICROSURFACING/SLURRY SEAL Rates Expiration Date : 02/28/2018

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
35.75	20.35	56.10	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
33.10	20.35	53.45	55.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
31.10	20.35	51.45	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
31.10	20.35	51.45	53.02

CLASSIFICATIONS:

Squeegee man

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MICROSURFACING/SLURRY SEAL Rates Expiration Date : 02/28/2018

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
29.60	20.35	49.95	51.57

CLASSIFICATIONS:

Cleaner, Taper

ASPHALT LABORERS - SOUTH **Rates Expiration Date : 08/31/2017**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
39.85	27.78	67.63	70.03

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
38.40	27.78	66.18	68.58

CLASSIFICATIONS:

Head Raker

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
38.25	27.78	66.03	68.43

CLASSIFICATIONS:

Raker, Screedman, Luteman

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Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.00	27.78	65.78	68.18

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen,
Painters, Shovelers, Roller Boys

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.10	27.78	65.88	68.28

CLASSIFICATIONS:

Milling Controller

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.30	27.78	66.08	68.48

CLASSIFICATIONS:

Traffic Control Coordinator

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date : 10/16/2018**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$1.00 per hour.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Hazardous Waste Pay (for Levels A, B, and C): an additional 10% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

Effective Dates:

11/01/2016			10/17/2017
Rate	Fringe	Total	Total
30.96	24.76	55.72	57.17

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

11/01/2016			10/17/2017
Rate	Fringe	Total	Total
38.82	24.76	63.58	65.24

CLASSIFICATIONS:

Driller

Effective Dates:

11/01/2016			10/17/2017
Rate	Fringe	Total	Total
44.64	24.76	69.40	71.28

CLASSIFICATIONS:

Foreman

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date : 08/31/2017**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
37.60	27.78	65.38	67.78

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; traffic director/flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
38.30	27.78	66.08	68.48

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date : 08/31/2017**

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.55	27.78	66.33	68.73

CLASSIFICATIONS:

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
42.10	27.78	69.88	72.28

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
39.85	27.78	67.63	70.03

CLASSIFICATIONS:

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
40.85	27.78	68.63	71.03

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date : 08/31/2017**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
37.60	27.78	65.38	67.78

CLASSIFICATIONS:

basic, landscape, or railroad track laborer; utility meter installer; traffic director/flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers

tree cutter, timberman

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
38.30	27.78	66.08	68.48

CLASSIFICATIONS:

wagon drill or drill master helper; powder carrier; magazine tender; signal man

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date : 08/31/2017**

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.30	27.78	66.08	68.48

CLASSIFICATIONS:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.30	27.78	66.08	68.48

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
42.10	27.78	69.88	72.28

CLASSIFICATIONS:

blaster

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
39.85	27.78	67.63	70.03

CLASSIFICATIONS:

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
40.85	27.78	68.63	71.03

CLASSIFICATIONS:

general foreman

TERRITORY
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HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date : 08/31/2017

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.55	27.78	66.33	68.73

CLASSIFICATIONS:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date : 06/04/2017

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$42.50; Pipeline Journeyman Welder: \$102.50; and Pipeline Helper: \$42.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
 - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
 - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

OVERTIME:

Hours in excess of 8 per day, and all hours on Sundays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

06/01/2016

Rate	Fringe	Total
54.56	26.59	81.15

CLASSIFICATIONS:

Pipeline Journeyman Welder

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PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date : 06/04/2017

Effective Dates:

06/01/2016

Rate	Fringe	Total
54.56	26.59	81.15

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

06/01/2016

Rate	Fringe	Total
32.99	18.73	51.72

CLASSIFICATIONS:

Pipeline Helper

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date : 10/31/2017**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

11/01/2016

Rate	Fringe	Total
57.58	21.55	79.13

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/01/2016

Rate	Fringe	Total
57.58	21.55	79.13

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/01/2016

Rate	Fringe	Total
37.16	15.74	52.90

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH **Rates Expiration Date : 08/31/2017**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
39.85	27.78	67.63	70.03

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
38.55	27.78	66.33	68.73

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
38.30	27.78	66.08	68.48

CLASSIFICATIONS:

Asphalt Raker or Lute Man

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ASPHALT LABORERS- NORTH Rates Expiration Date : 08/31/2017

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
37.60	27.78	65.38	67.78

CLASSIFICATIONS:

Asphalt Laborer

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date : 12/03/2017**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

Four 10-hour days may worked, at straight time, between 7:00 AM and 6:30 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

12/04/2016

Rate	Fringe	Total
52.26	35.01	87.27

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/04/2016

Rate	Fringe	Total
49.31	33.03	82.34

CLASSIFICATIONS:

Journeyman Lineman

ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date : 12/03/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
49.31	33.03	82.34

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
48.81	32.70	81.51

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/04/2016

Rate	Fringe	Total
47.33	31.71	79.04

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
41.42	27.75	69.17

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/04/2016

Rate	Fringe	Total
58.18	38.98	97.16

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/04/2016

Rate	Fringe	Total
56.70	37.98	94.68

CLASSIFICATIONS:

Assistant General Foreman

ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date : 12/03/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
55.22	36.99	92.21

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/04/2016

Rate	Fringe	Total
39.94	26.75	66.69

CLASSIFICATIONS:

Straight Light Mechanical Leader

Effective Dates:

12/04/2016

Rate	Fringe	Total
37.97	25.43	63.40

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
37.97	25.43	63.40

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
37.47	25.10	62.57

CLASSIFICATIONS:

Straight Light Mechanic

Effective Dates:

12/04/2016

Rate	Fringe	Total
37.47	25.10	62.57

CLASSIFICATIONS:

Line Equipment Mechanic

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ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date : 12/03/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
32.05	21.47	53.52

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/04/2016

Rate	Fringe	Total
29.58	19.81	49.39

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/04/2016

Rate	Fringe	Total
48.81	32.70	81.51

CLASSIFICATIONS:

Line Equipment Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date : 12/02/2017

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/04/2016

Rate	Fringe	Total
58.38	45.19	103.57

CLASSIFICATIONS:

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date : 12/02/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
52.00	41.37	93.37

CLASSIFICATIONS:

Foreman

Effective Dates:

12/04/2016

Rate	Fringe	Total
49.26	39.74	89.00

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date : 12/02/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/04/2016

Rate	Fringe	Total
36.49	32.08	68.57

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
31.93	29.37	61.30

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/04/2016

Rate	Fringe	Total
29.65	27.99	57.64

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/04/2016

Rate	Fringe	Total
27.37	26.66	54.03

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/04/2016

Rate	Fringe	Total
25.09	25.29	50.38

CLASSIFICATIONS:

Groundman 1st Year

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NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date : 12/02/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
20.07	22.27	42.34

CLASSIFICATIONS:

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date : 08/31/2017

THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
60.53	27.78	88.31	91.28

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
60.08	27.78	87.86	90.83

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date : 08/31/2017**

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
59.33	27.78	87.11	90.08

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
63.08	27.78	90.86	93.83

CLASSIFICATIONS:

Blaster

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
58.50	27.78	86.28	89.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
57.98	27.78	85.76	88.73

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
57.75	27.78	85.53	88.51

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

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HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date : 08/31/2017

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
57.00	27.78	84.78	87.76

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

On all machines, including pile drivers with booms of 100 feet and over (including jib) the Operating Engineer shall receive the regular hourly rate plus: \$1.00 per hour on rigs with 100 foot Boom (including jib) up to 139 feet, and \$2.00 per hour on rigs with 140 foot Boom (including jib) and over. On all hoists where "Cat Head" or "Sheave Point" is 100 feet or more above ground level, the same differential pay shall apply as applicable to booms 100 feet and over.

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
46.48	30.63	77.11	78.26

CLASSIFICATIONS:

- A-Frame
- Backhoe (combination)
- Boom Attachment on loaders (Except pipehook)
- Boring & Drilling Machine
- Brush Chopper, Brush Shredder, Tree Shredder
- Bulldozer, finish grade
- Cableway
- Carryall
- Concrete Pump
- Concrete Pumping System (Pumpcrete & similar types)
- Conveyor, 125 feet or longer
- Drill Doctor (Duties include dust collector and maintenance)
- Front End Loader (2 cu. yds. but less than 5 cu. yds.)
- Grader, finish
- Groove Cutting Machine (ride-on type)
- Heater Planer
- Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type)
- Hydraulic Crane (10 tons & under)
- Hydro-Axe
- Hydro-Blaster
- Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)
- Log Skidder

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
46.48	30.63	77.11	78.26

CLASSIFICATIONS:

- Pan
- Paver, concrete
- Plate & Frame Filter Press
- Pumpcrete (unit type)
- Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)
- Scraper
- Side Boom
- Straddle Carrier (Ross and similar types)
- Vacuum Truck
- Whiphammer
- Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
44.57	30.63	75.20	76.35

CLASSIFICATIONS:

- Asphalt Curbing Machine
- Asphalt Plant Engineer
- Asphalt Spreader
- Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)
- Autograde Curecrete Machine (CMI & similar types)
- Autograde Tube Finisher & Texturing Machine (CMI & similar types)
- Bar Bending Machines (Power)
- Batcher, Batching Plant, & Crusher [On Site]
- Belt Conveyor System
- Boom-Type Skimmer Machine
- Bridge Deck Finisher
- Bulldozer (all sizes)
- Captain (Power Boats)
- Car Dumper (railroad)
- Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)
- Compressor (2 or 3 battery)
- Concrete Breaking Machine
- Concrete Cleaning/Decontamination Machine
- Concrete Finishing Machine
- Concrete Saw or Cutter (ride-on type)
- Concrete Spreader (Hetzl, Rexomatic & similar types)
- Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
44.57	30.63	75.20	76.35

CLASSIFICATIONS:

- Conveyors - under 125 feet
- Crane Signalman
- Crushing Machine
- Directional Boring Machine
- Ditching Machine - Small (Ditchwitch, Vermeer or similar types)
- Dope Pot - Mechanical (with or without pump)
- Dumpster
- Elevator
- Fireman
- Fork Lift (Economobile, Lull & similar types)
- Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)
- Generator (2 or 3 battery)
- Giraffe Grinder
- Grader & Motor Patrols
- Grout Pump
- Gunnite Machine (Excluding nozzle)
- Hammer - Vibratory (in conjunction with generator)
- Heavy Equipment Robotics - Operator/Technician
- Hoist (roof, tugger, aerial platform hoist, house car)
- Hopper
- Hopper Doors (power operated)
- Ladder (motorized)
- Laddervator

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
44.57	30.63	75.20	76.35

CLASSIFICATIONS:

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

Tug Captains

Tug Master (Power Boats)

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
44.57	30.63	75.20	76.35

CLASSIFICATIONS:

Ultra High Pressure Waterjet Cutting Tool System -
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
41.23	30.63	71.86	73.01

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
38.65	30.63	69.28	70.43

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

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OPERATING ENGINEERS Rates Expiration Date : 06/30/2017

Effective Dates:

	07/01/2016		01/01/2017
Rate	Fringe	Total	Total
48.81	30.63	79.44	80.59

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016		01/01/2017	
Rate	Fringe	Total	Total
48.07	30.63	78.70	79.85

CLASSIFICATIONS:

- Autograde Pavement Profiler (CMI & similar types)
- Autograde Pavement Profiler - Recycle Type (CMI & similar types)
- Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)
- Autograde Slipform Paver (CMI & similar types)
- Backhoe (Excavator)
- Central Power Plant
- Concrete Paving Machine
- Draglines
- Drill, Bauer, AMI and similar types
- Drillmaster, Quarrymaster
- Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill
- Elevator Grader
- Field Engineer-Chief of Party
- Front End Loader (5 cu. yards or larger)
- Gradall
- Grader, Rago
- Helicopter Co-Pilot
- Helicopter Communications Engineer
- Juntann Pile Driver
- Locomotive (large)
- Mucking Machine
- Pavement & Concrete Breaker (Superhammer & Hoe Ram)

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
48.07	30.63	78.70	79.85

CLASSIFICATIONS:

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
42.94	30.63	73.57	74.72

CLASSIFICATIONS:

- Chipper
- Compressor (single)
- Concrete Spreader (small type)
- Conveyor Loader (Except elevator graders)
- Engines, Large Diesel (1620 HP) & Staging Pump
- Farm Tractor
- Fertilizing Equipment (operation & maintenance)
- Fine Grade Machine (small type)
- Form Line Grader (small type)
- Front End Loader (under 1 cubic yard)
- Generator (single)
- Grease, Gas, Fuel, & Oil Supply Trucks
- Heaters (Nelson or other type)
- Lights - portable generating light plant
- Mixer, Concrete (small)
- Mulching Equipment (operation & maintenance)
- Power Broom or Sweeper
- Pump (diesel engine & hydraulic - regardless of power)
- Pump (larger than 2 inch suction, including submersible pumps)
- Road Finishing Machine (small type)
- Roller - grade, fill, or stone base
- Seeding Equipment (operation & maintenance)
- Sprinkler & Water Pump Trucks

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
42.94	30.63	73.57	74.72

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including
proprane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and
maintenance)

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
49.89	30.63	80.52	81.67

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
53.82	30.63	84.45	86.35

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), over 100 tons and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
52.82	30.63	83.45	85.35

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), over 100 tons and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

OPERATING ENGINEERS **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
50.07	30.63	80.70	81.85

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
51.82	30.63	82.45	84.35

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), over 100 tons and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
49.07	30.63	79.70	80.85

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

STRUCTURAL STEEL ERECTION **Rates Expiration Date : 06/30/2017**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
51.70	30.63	82.33	83.48

CLASSIFICATIONS:

Helicopter Pilot or Engineer

STRUCTURAL STEEL ERECTION **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
47.64	30.63	78.27	79.42

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
44.98	30.63	75.61	76.76

CLASSIFICATIONS:

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Conveyor or Tugger Hoist

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Maintenance Utility Man

Tug Master (Power Boats)

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

STRUCTURAL STEEL ERECTION **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
43.45	30.63	74.08	75.23

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
41.69	30.63	72.32	73.47

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
49.26	30.63	79.89	81.04

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
38.65	30.63	69.28	70.43

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date : 06/30/2017**

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
48.40	30.63	79.03	80.18

CLASSIFICATIONS:

Field Engineer-Chief of Party

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
55.84	30.63	86.47	88.37

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) over 100 tons and Tower Cranes.

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
54.18	30.63	84.81	86.71

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), over 100 tons and Tower Crane.

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
52.09	30.63	82.72	83.87

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
50.43	30.63	81.06	82.21

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

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STRUCTURAL STEEL ERECTION Rates Expiration Date : 06/30/2017

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
52.09	30.63	82.72	83.87

CLASSIFICATIONS:

Helicopter Co-Pilot

Helicopter Communications Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST Rates Expiration Date : 06/30/2017

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

On all machines, including pile drivers with booms of 100 feet and over (including jib) the Operating Engineer shall receive the regular hourly rate plus: \$1.00 per hour on rigs with 100 foot Boom (including jib) up to 139 feet, and \$2.00 per hour on rigs with 140 foot Boom (including jib) and over. On all hoists where "Cat Head" or "Sheave Point" is 100 feet or more above ground level, the same differential pay shall apply as applicable to booms 100 feet and over.

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

	07/01/2016		01/01/2017
Rate	Fringe	Total	Total
48.07	30.63	78.70	79.85

CLASSIFICATIONS:

Driller

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TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST Rates Expiration Date : 06/30/2017

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
41.23	30.63	71.86	73.01

CLASSIFICATIONS:

Driller's Helper

FREE AIR TUNNEL JOBS Rates Expiration Date : 08/31/2017

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
40.35	27.78	68.13	70.53

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
40.05	27.78	67.83	70.23

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

FREE AIR TUNNEL JOBS **Rates Expiration Date : 08/31/2017**

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
39.55	27.78	67.33	69.73

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
42.05	27.78	69.83	72.23

CLASSIFICATIONS:

Blaster

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
39.00	27.78	66.78	69.18

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.65	27.78	66.43	68.83

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.50	27.78	66.28	68.68

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

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FREE AIR TUNNEL JOBS Rates Expiration Date : 08/31/2017

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.00	27.78	65.78	68.18

CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

DRILL FOR GROUND WATER SUPPLY **Rates Expiration Date : 06/30/2017**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
46.82	30.63	77.45	78.60

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2016			01/01/2017
Rate	Fringe	Total	Total
39.98	30.63	70.61	71.76

CLASSIFICATIONS:

Driller's Helper

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date : 09/30/2018**

NOTE: Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

OVERTIME:

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
37.25	13.78	51.03	52.51

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
32.22	13.38	45.60	46.95

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
30.33	13.23	43.56	44.86

CLASSIFICATIONS:

Certified Welder

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date : 09/30/2018**

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
29.50	12.86	42.36	43.64

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
28.54	12.78	41.32	42.58

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
23.71	12.10	35.81	36.92

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

MICROSURFACING/SLURRY SEAL Rates Expiration Date : 02/28/2018

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
35.75	20.35	56.10	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
33.10	20.35	53.45	55.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
31.10	20.35	51.45	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
31.10	20.35	51.45	53.02

CLASSIFICATIONS:

Squeegee man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

MICROSURFACING/SLURRY SEAL Rates Expiration Date : 02/28/2018

Effective Dates:

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
29.60	20.35	49.95	51.57

CLASSIFICATIONS:

Cleaner, Taper

ASPHALT LABORERS - SOUTH Rates Expiration Date : 08/31/2017

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
39.85	27.78	67.63	70.03

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
38.40	27.78	66.18	68.58

CLASSIFICATIONS:

Head Raker

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
38.25	27.78	66.03	68.43

CLASSIFICATIONS:

Raker, Screedman, Luteman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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ASPHALT LABORERS - SOUTH Rates Expiration Date : 08/31/2017

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.00	27.78	65.78	68.18

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen,
Painters, Shovelers, Roller Boys

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.10	27.78	65.88	68.28

CLASSIFICATIONS:

Milling Controller

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.30	27.78	66.08	68.48

CLASSIFICATIONS:

Traffic Control Coordinator

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date : 10/16/2018**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$1.00 per hour.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Hazardous Waste Pay (for Levels A, B, and C): an additional 10% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

Effective Dates:

11/01/2016			10/17/2017
Rate	Fringe	Total	Total
30.96	24.76	55.72	57.17

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

11/01/2016			10/17/2017
Rate	Fringe	Total	Total
38.82	24.76	63.58	65.24

CLASSIFICATIONS:

Driller

Effective Dates:

11/01/2016			10/17/2017
Rate	Fringe	Total	Total
44.64	24.76	69.40	71.28

CLASSIFICATIONS:

Foreman

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date : 08/31/2017**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
37.60	27.78	65.38	67.78

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; traffic director/flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
38.30	27.78	66.08	68.48

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date : 08/31/2017**

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.55	27.78	66.33	68.73

CLASSIFICATIONS:

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
42.10	27.78	69.88	72.28

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
39.85	27.78	67.63	70.03

CLASSIFICATIONS:

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
40.85	27.78	68.63	71.03

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date : 08/31/2017**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
37.60	27.78	65.38	67.78

CLASSIFICATIONS:

basic, landscape, or railroad track laborer; utility meter installer; traffic director/flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers

tree cutter, timberman

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
38.30	27.78	66.08	68.48

CLASSIFICATIONS:

wagon drill or drill master helper; powder carrier; magazine tender; signal man

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date : 08/31/2017**

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.30	27.78	66.08	68.48

CLASSIFICATIONS:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.30	27.78	66.08	68.48

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
42.10	27.78	69.88	72.28

CLASSIFICATIONS:

blaster

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
39.85	27.78	67.63	70.03

CLASSIFICATIONS:

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
40.85	27.78	68.63	71.03

CLASSIFICATIONS:

general foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date : 08/31/2017**

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
38.55	27.78	66.33	68.73

CLASSIFICATIONS:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date : 06/04/2017

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$42.50; Pipeline Journeyman Welder: \$102.50; and Pipeline Helper: \$42.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
 - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
 - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

OVERTIME:

Hours in excess of 8 per day, and all hours on Sundays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

06/01/2016

Rate	Fringe	Total
54.56	26.59	81.15

CLASSIFICATIONS:

Pipeline Journeyman Welder

TERRITORY
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NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date : 06/04/2017

Effective Dates:

06/01/2016

Rate	Fringe	Total
54.56	26.59	81.15

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

06/01/2016

Rate	Fringe	Total
32.99	18.73	51.72

CLASSIFICATIONS:

Pipeline Helper

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date : 10/31/2017**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

11/01/2016

Rate	Fringe	Total
57.58	21.55	79.13

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/01/2016

Rate	Fringe	Total
57.58	21.55	79.13

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/01/2016

Rate	Fringe	Total
37.16	15.74	52.90

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH **Rates Expiration Date : 08/31/2017**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
39.85	27.78	67.63	70.03

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
38.55	27.78	66.33	68.73

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

	09/01/2016		03/01/2017
Rate	Fringe	Total	Total
38.30	27.78	66.08	68.48

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
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NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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ASPHALT LABORERS- NORTH Rates Expiration Date : 08/31/2017

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
37.60	27.78	65.38	67.78

CLASSIFICATIONS:

Asphalt Laborer

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date : 12/03/2017**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

Four 10-hour days may worked, at straight time, between 7:00 AM and 6:30 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

12/04/2016

Rate	Fringe	Total
52.26	35.01	87.27

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/04/2016

Rate	Fringe	Total
49.31	33.03	82.34

CLASSIFICATIONS:

Journeyman Lineman

ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date : 12/03/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
49.31	33.03	82.34

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
48.81	32.70	81.51

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/04/2016

Rate	Fringe	Total
47.33	31.71	79.04

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
41.42	27.75	69.17

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/04/2016

Rate	Fringe	Total
58.18	38.98	97.16

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/04/2016

Rate	Fringe	Total
56.70	37.98	94.68

CLASSIFICATIONS:

Assistant General Foreman

ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date : 12/03/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
55.22	36.99	92.21

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/04/2016

Rate	Fringe	Total
39.94	26.75	66.69

CLASSIFICATIONS:

Straight Light Mechanical Leader

Effective Dates:

12/04/2016

Rate	Fringe	Total
37.97	25.43	63.40

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
37.97	25.43	63.40

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
37.47	25.10	62.57

CLASSIFICATIONS:

Straight Light Mechanic

Effective Dates:

12/04/2016

Rate	Fringe	Total
37.47	25.10	62.57

CLASSIFICATIONS:

Line Equipment Mechanic

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ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date : 12/03/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
32.05	21.47	53.52

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/04/2016

Rate	Fringe	Total
29.58	19.81	49.39

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/04/2016

Rate	Fringe	Total
48.81	32.70	81.51

CLASSIFICATIONS:

Line Equipment Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date : 12/02/2017**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/04/2016

Rate	Fringe	Total
58.38	45.19	103.57

CLASSIFICATIONS:

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date : 12/02/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
52.00	41.37	93.37

CLASSIFICATIONS:

Foreman

Effective Dates:

12/04/2016

Rate	Fringe	Total
49.26	39.74	89.00

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date : 12/02/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/04/2016

Rate	Fringe	Total
36.49	32.08	68.57

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
31.93	29.37	61.30

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/04/2016

Rate	Fringe	Total
29.65	27.99	57.64

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/04/2016

Rate	Fringe	Total
27.37	26.66	54.03

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/04/2016

Rate	Fringe	Total
25.09	25.29	50.38

CLASSIFICATIONS:

Groundman 1st Year

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ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date : 12/02/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
20.07	22.27	42.34

CLASSIFICATIONS:

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date : 08/31/2017

****THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY****

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
60.53	27.78	88.31	91.28

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
60.08	27.78	87.86	90.83

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date : 08/31/2017**

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
59.33	27.78	87.11	90.08

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
63.08	27.78	90.86	93.83

CLASSIFICATIONS:

Blaster

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
58.50	27.78	86.28	89.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
57.98	27.78	85.76	88.73

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
57.75	27.78	85.53	88.51

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

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HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date : 08/31/2017

Effective Dates:

09/01/2016			03/01/2017
Rate	Fringe	Total	Total
57.00	27.78	84.78	87.76

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

Table of Contents-Technical Specifications-Installation of an
Outdoor Emergency Generator
At
Police Academy

Section	Title
01100	SUMMARY
01300	SUBMITTAL PROCEDURES
01320	CONSTRUCTION PROGRESS DOCUMENTATION
01500	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
01700	PROJECT CLOSEOUT
02000	MOBILIZATION
02050	DEMOLITION
02100	SITE PREPARATION
02200	EARTHWORK
02222	EXCAVATION-BACKFILL FOR UTILITIES
02223	EXCAVATION-BACKFILL FOR PAVEMENT
02227	AGGREGATE MATERIALS
02500	SOIL & AGGREGATE BASE COURSE
02510	BITUMINOUS CONCRETE BASE & SURFACE COURSES
02525	CURBS AND SIDEWALKS
02601	UTILITY TEST PITS
02920	SOIL PREPARATION
03300	CAST IN PLACE CONCRETE
16010	GENERAL PROVISIONS FOR ELECTRICAL WORK
16075	ELECTRICAL IDENTIFICATION
16120	WIRING SYSTEMS
16130	RACEWAYS, FITTINGS, SUPPORTING DEVICES, BOXES, ACCESSORIES
16140	UNDERGROUND DUCT BANK
16415	AUTOMATIC TRANSFER SWITCHES
16450	GROUNDING AND BONDING
16455	ENCLOSED BUS ASSEMBLIES
16620	EMERGENCY GENERATOR SYSTEM

SECTION 01100
SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- B. This Section includes the following:
1. Work Covered by the Contract Documents
 2. Work Sequence
 3. Use of Premises
 4. Owner's Occupancy Requirements
 5. Safety Evaluations

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- C. Project Identification: Installation of an Emergency Generator at the Police Academy.
1. Project Location: 1776 Raritan Road
Scotch Plains, New Jersey 07076
 2. Owner: County of Union
- D. The Work consists of the installation of a new emergency generator and all associated electrical work design and construction of concrete pads, curb, and asphalt pavement; installation of new asphalt pavement, concrete pads, and concrete curb.
1. The Work includes but is not limited to site work (excavation, concrete curb, asphalt paving, fence, the installation of new transfer switches, pullboxes, conduits, interconnecting cable, underground duct bank, raceways, fittings, supporting devices, boxes and accessories.

1.4 WORK SEQUENCE

- A. The Contractor may sequence the Work as he chooses provided that:
 - 1. There are no interruptions to the normal operations of the Facility
 - 2. the sequence is approved by the Engineer
 - 3. work is completed within the contract duration

1.5 USE OF PREMISES

- B. General: Sequence the work so as to not disrupt the buildings normal operations.
- C. Driveways and Entrances: Keep driveways, parking areas and entrances serving the premises clear and available to the Owner, Owner's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - 1. Schedule deliveries to minimize use of driveways and entrances.
 - 2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 3. A minimum notice of (14) fourteen days is required to bring a crane on site.
 - 4. A minimum notice of (14) fourteen days is required for a restriction of or a change in internal traffic flow.
- D. Building Exits: Maintain and keep clear building exits and adjacent existing structures.
- E. Contractor will have limited access to the facility. Contractor shall provide for storage of material and debris outside the building in areas designated by the Facility Representative.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

- F. Owner Occupancy: Owner will occupy the site and buildings adjacent to the Work area during the entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than (14) fourteen days' notice to Owner of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- G. On-site Work Hours: **Work shall be generally performed between the hours of 8am to 5:00pm M-F.** Sequence the work so as to not disrupt the buildings normal operations.
1. All work shall comply with local noise ordinances.
- H. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated.
1. Notify Owner not less than 10 business days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
 3. A utility interruption to occur outside of Owner's normal operating hours.
- I. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor air intakes.

END OF SECTION

SECTION 01300
SUBMITTAL PROCEDURES

PART 1 - **GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- B. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

1.3 DEFINITIONS

- C. Action Submittals: Written and graphic information that requires Owner's responsive action.

1.4 SUBMITTAL PROCEDURES

- D. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

- a. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- E. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on the Owner's receipt of submittal.

1. Initial Review: Allow (10) ten days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Owner will advise Contractor

- when a submittal being processed must be delayed for coordination.
2. If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Allow (10) ten days for processing each resubmittal.
 4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- F. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately on label or beside title block to record Contractor's review and approval markings and action taken by the Owner.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Contractor.
 - d. Name and address of subcontractor.
 - e. Name and address of supplier.
 - f. Name of manufacturer.
 - g. Unique identifier, including revision number.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 - j. Other necessary identification.
- G. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals with indicating action taken by Owner in connection with construction.

PART 2 - PRODUCTS

2.01 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Number of Copies: Submit (3) three copies of each submittal, unless otherwise indicated. Owner will return (1) one copy.

- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Pertinent dimensioning, general construction, component connections and locations, anchorage methods and locations, hardware locations and installation details.
 - g. Standard product operating and maintenance manuals.
 - h. Compliance with recognized trade association standards.
 - i. Compliance with recognized testing agency standards.
 - j. Application of testing agency labels and seals.
 - k. Notation of coordination requirements.

- C. Shop Drawings:
 - 1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.

- f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
 3. Number of Copies: Submit (3) three copies of each submittal, only one will be returned.
- D. Samples: Prepare physical units of materials or products, including the following:
1. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 2. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in a manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 3. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Owner's sample where so indicated. Attach label on unexposed side that includes the following:
 - a. Generic description of Sample.
 - b. Product name or name of manufacturer.
 - c. Sample source.
 4. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:
 - a. Size limitations.

- b. Compliance with recognized standards.
 - c. Availability.
 - d. Delivery time.
5. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
- a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit sets of paired units that show approximate limits of the variations.
 - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to the Owner.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement

certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 OWNER'S ACTION

- C. General: Owner will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- D. Action Submittals: Owner will review each submittal, make marks to indicate corrections or modifications required, and return it. Owner will indicate action to be taken.
- E. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION

SECTION 01320
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- B. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.

- C. Related Sections include the following:

1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 1 Section "Photographic Documentation" for submitting construction photographs.

1.3 DEFINITIONS

- D. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor activity is an activity that must be completed before a given activity can be started.

- E. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- F. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- G. Event: The starting or ending point of an activity.
- H. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- I. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- J. Major Area: A story of construction, a separate building, or a similar significant construction element.
- K. Milestone: A key or critical point in time for reference or measurement.
- L. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 SUBMITTALS

- M. Submittals Schedule: Submit four copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).

4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Owner final release or approval.

N. Contractor's Construction Schedule: Submit four printed copies of initial schedule, large enough to show entire schedule for entire construction period.

1. Submit an electronic copy of schedule, sorted by early start then total float.

1.5 QUALITY ASSURANCE

O. Prescheduling Conference: Conduct conference at Project site to review methods and procedures related to the execution of the work, include but not limited to, the following:

1. Discuss constraints, including phasing, work stages, area separations, interim milestones, temporary protection, and Owner occupancy.
2. Review schedule for work of Owner's separate contracts.
3. Review time required for review of submittals and resubmittals.
4. Review requirements for tests and inspections by independent testing and inspecting agencies.
5. Review time required for completion and startup procedures.
6. Review and finalize list of construction activities to be included in schedule.
7. Review submittal requirements and procedures.
8. Review procedures for updating schedule.

1.6 COORDINATION

P. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

Q. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.
- R. Auxiliary Services: Cooperate with auxiliary services requested, including access to Project site and use of temporary facilities including temporary lighting.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
 - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- B. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- C. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized.
- D. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than (3) three days, unless specifically allowed by Owner.
 2. Procurement Activities: Include procurement process activities for long lead items and major items, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - a. Generator
 - b. Automatic Transfer Switches
 - c. Generator pad design
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include time for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Owner's administrative procedures necessary for certification of Substantial Completion.
- E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Limitations of continued occupancies.
 - b. Uninterruptible services.
 - c. Partial occupancy before Substantial Completion.
 - d. Use of premises restrictions.
 - e. Seasonal variations.
 - f. Environmental control.

4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

- a. Subcontract awards.
- b. Submittals.
- c. Purchases.
- d. Mockups.
- e. Fabrication.
- f. Sample testing.
- g. Deliveries.
- h. Installation.
- i. Tests and inspections.
- j. Adjusting.
- k. Curing.
- l. Startup and placement into final use and operation.

5. Area Separations: Identify each major area of construction for each major portion of the Work.

F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

G. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. General: Prepare network diagrams using AON (activity-on-node) format.

B. CPM Schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than [14] <twenty-one> days after date established for Notice to Proceed.

2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.

3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 4. Use "one workday" (at the minimum) as the unit of time.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Purchase of materials.
 - c. Delivery.
 - d. Fabrication.
 - e. Installation.
 2. Processing: Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- D. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Principal events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.

- E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 - 1. Identification of activities that have changed.
 - 2. Changes in early and late start dates.
 - 3. Changes in early and late finish dates.
 - 4. Changes in activity durations in workdays.
 - 5. Changes in the critical path.
 - 6. Changes in total float or slack time.
 - 7. Changes in the Contract Time.

- F. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
 - 1. In first list, tabulate activity number, and early finish date.
 - 2. In second list, tabulate activity number, and late finish date.
 - 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.

PART 3 - EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
 - 1. In-House Option: If Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques a Scheduling Consultant will not be required. Submit qualifications.
 - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

- B. Contractor's Construction Schedule Updating: At monthly intervals to reflect actual construction progress and activities. Issue schedule in advance of regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- B. Work of this Section includes all labor, materials, equipment and services necessary to complete the construction facilities and temporary controls as shown on the drawings and specified herein, including but not limited to, the following:
 - 1. Traffic Safety Services
 - 2. Project Identification
 - 3. Material Hoists
 - 4. Construction fence.
 - 5. Fire protection.
 - 6. Temporary Light and Power
 - 7. Temporary toilets
 - 8. Security
 - 9. Water and snow control.
 - 10 Environmental controls

PART 2 PRODUCTS

2.01 GENERAL

- A. Arrange for and provide temporary facilities and controls as specified herein and as required for the proper and expeditious prosecution of the work. Pay all costs, except as otherwise specified, until final acceptance of the work unless the Owner makes arrangements for the use of completed portions of the work after substantial completion.
- B. Make all temporary connections to utilities and services in locations acceptable to the local authorities having jurisdiction thereof; furnish all necessary labor and materials, and make all installations in a manner subject to the acceptance of such authorities; maintain such connections; remove the temporary installation and

connections when no longer required; restore the services and sources of supply to proper operating condition.

- C. Unless otherwise noted, pay all costs for temporary electrical power, temporary water, and temporary heating; provide metering as necessary.
- D. A Staging Plan shall be submitted by the Contractor for approval by the Owner for each phase of the Project. The Staging shall locate all temporary facilities and services, including parking for the Contractor's employees and shall allot ground space to Subcontractors for storage of materials, and the erection of sheds and tool houses. Materials and equipment can only be stored in the staging area. No parking for Contractor's or Subcontractors' employees' vehicles will be allowed in undesignated parking areas. The staging area shall be maintained in good repair, free of mud and standing water, and passable at all times. All materials stored within the project site are the responsibility of the Contractor. At the completion of the work, the staging areas shall be restored to their original condition, gravel removed, topsoil replaced and graded and re-seeded.

2.2 TRAFFIC SAFETY SERVICES

- A. Uniformed Police Officers shall be employed by the Contractor for the protection of any equipment entering, leaving, or crossing active traffic lanes, or as may be required for the routing of traffic around or through the construction. The uniformed police officers shall be employed continuously for the full time such conditions shall exist as determined by the Owner's representatives.

2.3 PROJECT IDENTIFICATION

- A. No signs or advertisements will be allowed to be displayed on the premises without the approval of the Owner.
- B. Erect the construction sign on the site where directed by the Owner approximately 4 ft. x 8 ft. in size, of 3/4 in. plywood with suitable frame, moldings, and supports. Use Douglas Fir Overlaid Plywood, Grade B-B high density, exterior, good two sides, complying with PS-1. The sign shall be primed and given two coats of approved white paint. Lettering shall be black of a type, size, and layout as directed and approved by the Owner. Sign shall contain the name of the building and the Owner.

2.4 MATERIAL HOIST

- A. Provide a material hoist as required for use by all trades. Provide all necessary guards, signals, safety devices, and so on, required for safe operations, and suitable runways from the hoists to each floor level and roof. The construction and operation of the material hoist shall comply with all applicable requirements of ANSI A10.5, the ACG Manual of Accident Prevention in Construction and to all applicable state and municipal codes. Prohibit the use of the material hoist for transporting personnel.

2.5 PERMANENT AND TEMPORARY CONSTRUCTION FENCE

- A. Provide and maintain an 8-foot high, post-driven chain link fence with top, middle and bottom rail to enclose the area at the job site and to guard and close effectively the designated area. Portable self-standing chain link fence panels with peg stabilizer brackets will be acceptable only when required to prevent damage to paved areas. Provide 12' wide gates with 6" posts at locations of existing and proposed site ingress/ egress and where required for access to the enclosed area. Gates shall be cross-braced, hung on heavy strap hinges, and shall have hasps and padlocks.
 - 1. The temporary construction fence shall be modified as necessary prior to the start of each phase and as directed by the Owner. During periods of contractor in-activity the temporary fence shall be relocated so as to provide the maximum amount of parking spaces for the Owner's use.

2.6 FIRE PROTECTION

- A. Provide and maintain adequate fire protection, ready for instant use, distributed around the project.
- B. Make arrangements for periodical inspection by local fire protection authorities and insurance underwriters inspections. Cooperate with said authorities and promptly carry out their recommendations.
- C. Open fire will not be permitted within the building enclosure or on the project site.

2.7 TEMPORARY LIGHT AND POWER

- A. Provide all equipment necessary for temporary power and lighting; and pay all charges for this equipment, the installation thereof, and for current used.
 - In addition to the electrical service, provide power distribution as required throughout structure. The terminations of power distribution shall be at convenient locations in the building. Terminations shall be provided

for each voltage supply complete with circuit breakers, disconnect switches, and other electrical devices as required to protect the power supply system.

- B. A temporary lighting system shall be furnished, installed, and maintained as required to satisfy minimum requirements of safety and security. The temporary lighting system shall afford general illumination in all building areas and shall supply not less than 150 watt lamps on 30' centers both directions of floor area for illumination in the areas of the building where work is being performed.
- C. All temporary equipment and wiring for power and lighting shall be in accordance with the applicable provisions of the governing codes. All temporary wiring shall be maintained in a safe manner and used so as not to constitute a hazard to persons or property.
- D. When the permanent electrical power and lighting systems are in operating condition, they may be used for temporary power and lighting for construction purposes, provided that the Contractor assumes full responsibility for the entire power and lighting system, and pays costs for power, operations, maintenance, and restoration of the system.

2.8 TEMPORARY TOILETS

- A. Provide and maintain in a sanitary condition enclosed weathertight toilets for the use of all construction personnel at a location within the contract limits. Upon completion of the work, toilets shall be removed.

2.9 SECURITY

- A. Provide all temporary enclosures required for protecting the project from the exterior, for providing passageways, for the protection of openings both exterior and interior, and any other location where temporary enclosures and protection may be required.
- B. Take adequate precautions against fire; keep flammable material at an absolute minimum; and ensure that such material is properly handled and stored. Except as otherwise provided herein, do not permit fires to be built or open salamanders to be used in any part of the work.

2.10 WATER AND SNOW CONTROL

- A. From the commencement to the construction of the completion of the work, keep all parts of the site and the

project free from accumulation of water, and supply, maintain, and operate all necessary pumping and bailing equipment.

- B. Remove snow and ice as necessary for the protection and prosecution of the work, and protect the work against weather damage.
- C. The Contractor shall take over responsibility for site drainage upon entering the premises and shall maintain such drainage until completion of the work so as not to adversely affect the adjacent areas.

2.15 ENVIRONMENTAL CONTROLS

- A. The Contractor shall comply with all applicable Federal, State and local laws, regulations, ordinances, codes and standards concerning environment control. Particular attention shall be given, without limitations, to:
 - 1. Minimization of dust, containment of chemical vapors, control of engine exhaust gases, and control of smoke from temporary heaters.
 - 2. Reduction of water pollution by control of sanitary facilities, proper storage of fuels and other potential contaminants, and prevention of siltation from land erosion.
 - 3. Minimization of noise levels.
 - 4. Proper and legal disposal, off site unless otherwise provided, of waste and spoil resulting from construction activities.

PART 3 EXECUTION

3.1 REMOVAL

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Owner.

END OF SECTION

SECTION 01700
PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Operating and maintenance manual submittal.
 - 4. Submittal of warranties.
 - 5. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 4. Submit record drawings, maintenance manuals, and similar final record information.
 5. Deliver tools, spare parts, extra stock, and similar items.
 6. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 7. Complete final clean up requirements, including touchup painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Engineer's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most

capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 3. Note related Change Order numbers where applicable.
 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
1. Upon completion of the Work, submit record Specifications to the Engineer for the Owner's records.
- D. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.
1. Upon completion of mark-up, submit complete set of record Product Data to the Engineer for the Owner's records.

- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Owner's records.
- G. Maintenance Manuals: Submit 2 copies of each manual to Owner. Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Emergency instructions.
 2. Spare parts list.
 3. Copies of warranties.
 4. Wiring diagrams.
 5. Recommended "turn around" cycles.
 6. Inspection procedures.
 7. Shop Drawings and Product Data.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
1. Maintenance manuals.
 2. Record documents.
 3. Spare parts and materials.
 4. Tools.

5. Lubricants.
 6. Fuels.
 7. Identification systems.
 8. Control sequences.
 9. Hazards.
 10. Cleaning.
 11. Warranties and bonds.
 12. Maintenance agreements and similar continuing commitments.
- B. As part of instruction for operating equipment, demonstrate the following procedures:
1. Start-up.
 2. Shutdown.
 3. Emergency operations.
 4. Noise and vibration adjustments.
 5. Safety procedures.
 6. Economy and efficiency adjustments.
 7. Effective energy utilization.

3.2 **FINAL CLEANING**

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - a. Remove labels that are not permanent labels.
 - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

- d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - e. Clean the site of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- B. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- C. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION

SECTION 02000
MOBILIZATION

PART 1 - GENERAL

1.01 WORK INCLUDED

This item includes initiation of contract and shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project Site, and other work performed prior to beginning construction operations.

1.02 RELATED WORK

A. Section 02100 - Site Preparation

1.3 REFERENCES

A. Occupational Safety and Health Administrative Standards (OSHA)

B. State Administrative Code

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 The site of the project shall be cleared within the limits of construction. Clearing shall proceed only as necessary to facilitate construction.

3.2 The Contractor may set up a field office, onsite, at a location acceptable to the County of Union.

A. The onsite field office shall be maintained in good condition.

3.3 Onsite locations are to be selected for stockpiling construction materials, equipment and earthwork. Site selections shall be clear of continuing construction traffic and operations. Construction materials shall be stored to assure the preservation of their quality and fitness.

- 3.4 Onsite storage of flammable material, fuel and explosives will not be allowed without a proper permit and certified acceptance of the containment facility by local, county and state agencies. Such permits and certifications are to be obtained by the Contractor, at his expense. Copies of the permits and certifications are to be filed with the County of Union and the County Engineer.
- 3.5 The County Engineer shall be notified in writing at least 48 hours in advance, when any property control marker, whether monument, stone, concrete, wood or metal or a mark on a structure, designating the lines of the streets or highways or of private property, is in the line of any excavation or other construction work and may have to be disturbed or removed. All established property control which is destroyed or disturbed shall be replaced by a State Registered Land Surveyor at the Contractor's expense.

END OF SECTION

SECTION 02050
SITE DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Demolition and removal of pavements, curbs, drainage structures, utilities, signage, bollards, or landscaping.
- B. Filling voids in subgrade created as a result of removals or demolition.
- C. Hazardous material compliance.

1.2 RELATED SECTIONS

- A. Section 02100 - Site Preparation
- B. Construction drawings.

1.3 PROJECT RECORD DOCUMENTS

Accurately record actual locations of capped utilities, and subsurface obstructions.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable local code for demolition of structures, safety of adjacent structures, dust control, and runoff control.
- B. Obtain required permits and licenses from appropriate authorities. Pay associated fees including disposal charges.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Do not close or obstruct roadways, sidewalks, or fire hydrants without appropriate permits.
- E. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered.

1.5 JOB CONDITIONS

- A. Conditions existing at time of inspection for bidding purposes will be maintained by the County of Union in so far as practicable.
- B. Items of salvageable value to Sub-Contractor shall be removed from site. Storage or sale of removed items on site will not be permitted and shall not interfere with other work specified in Contract Documents.
- C. Explosives shall not be brought to site or used without written consent of authorities having jurisdiction. Such written consent will not relieve Sub-Contractor of total responsibility for injury to persons or for damage to property due to blasting operations. Performance of required blasting shall comply with governing regulations.

PART 2 PRODUCTS

2.01 FILL MATERIALS

Aggregate materials as specified.

3.1 PREPARATION

- A. Provide, erect, and maintain temporary barriers, and security devices at locations indicated.
- B. Protect existing landscaping, appurtenances, and structures which are not to be demolished. Repair damage caused by demolition operations at no cost to the County of Union.
- C. Prevent movement or settlement of adjacent equipment. Provide bracing and shoring.
- D. Mark location of utilities. Protect and maintain in safe and operable condition utilities that are to remain. Prevent interruption of existing utility service to occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities.

3.2 DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent structures or pavements.
- B. Cease operations immediately if adjacent structures appear to be in danger. Notify the authority having jurisdiction. Do not resume operations until directed.
- C. Conduct operations with minimum of interference to public or private access. Maintain ingress and egress at all times.
- D. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon, or limit access to their property.
- E. Sprinkle work with water to minimize dust. Provide hoses and water connections for this purpose.
- F. Comply with governing regulations pertaining to environmental protection.
- G. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.

3.3 SELECTIVE DEMOLITION

- A. Proceed with demolition in a systematic manner.
- B. Demolish concrete and masonry in small sections.
- C. Demolish and remove below grade construction and concrete slabs on grade in their entirety.

3.4 FILLING BASEMENTS AND VOIDS

- A. Completely fill below grade areas and voids resulting from demolition or removal of concrete slabs using approved select fill materials consisting of stone, gravel, and sand free from debris, trash, frozen materials, roots, and other organic matter.
- B. Ensure that areas to be filled are free of standing water, frost, frozen or unsuitable material, trash, and debris prior to fill placement.

- C. Place fill materials in horizontal layers not exceeding 8" in loose depth and compact each layer at optimum moisture content of fill material to proposed density, unless subsequent excavation for new work is required.
- D. Grade surface to match adjacent grades and to provide flow of surface drainage after fill placement and compaction.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from site debris, rubbish, and other materials resulting from demolition operations.
- B. No burning of any material, debris, or trash on-site or off-site will be allowed.
- C. Transport materials removed from demolished structures with appropriate vehicles and dispose off-site to areas which are approved for disposal by governing authorities and appropriate property owners.

END OF SECTION

SECTION 02100
SITE PREPARATION

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Clearing site and removing of debris, grass, trees and other plant life in preparation for site or building excavation work.
- B. Protection of existing equipment, trees or vegetation to remain.
- C. Stripping topsoil from areas that are to be incorporated into the limits of the project and where so indicated on the construction drawings.
- D. Removing designated paving, curbs, walkways, fencing, bollards etc.
- E. Removing abandoned utilities.

1.2 RELATED SECTIONS

- A. Section 02200 - Earthwork
- B. Construction Drawings

1.3 ENVIRONMENTAL REQUIREMENTS

- A. Construct temporary erosion control systems as directed to protect adjacent properties and water resources from erosion and sediment prior to disturbance.

PART 2 PRODUCTS

Not applicable.

PART 3 EXECUTION

3.1 PREPARATION

- A. Verify that existing plant life to remain identified and marked in such a manner as to insure their protection throughout construction operations.
- B. Call local utilities and request that underground facilities be located and marked out within and surrounding construction areas at least 3 days, but not more than 10 days, prior to excavation operations.
- C. Utility owners, whose underground facilities directly affected by construction, are to be consulted to arrange for replacement and/or relocation.

3.2 PROTECTION

- A. Locate and identify existing utilities that are to remain and protect them from damage.
- B. Protect trees, plant growth and features designated to remain.
- C. Conduct operations with minimum interference to public or private accesses and facilities. Maintain access and egress at all times and clean or sweep adjoining public areas daily or as required by the governing authority.
At such times as deemed necessary by the County of Union, dust control shall be provided with sprinkling systems or equipment provided by the Contractor.
- D. Protect bench marks, property corners and all other survey monuments from damage or displacement. If a marker needs to be removed it shall be referenced by a licensed land surveyor and replaced, as necessary, by the same.
- E. Provide traffic control as required, in accordance with the U.S. Department of Transportation "Manual of Uniform Traffic Control Devices" and the requirements of the State's Department of Transportation.
- F. Restore any and all utilities structures, appurtenances and/or landscaping damaged by operations to original condition to the satisfactory the County of Union.

3.3 CLEARING

- A. Unless otherwise indicated on the drawings, remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with installation of new construction.

- B. Depressions caused by clearing and grubbing operations are to be filled to subgrade elevation to avoid water ponding. Suitable fill material shall be placed in horizontal layers not exceeding 8" loose depth, and thoroughly compacted per fill requirements of this section and in Section 02200 - Earthwork.

3.4 **REMOVAL**

- A. Removal includes digging out stumps main root ball and root system.
- B. Remove all grass, trees, plant life, stumps rock and all other construction debris from the site to a receiving dump site that is approved for handling such material according to state laws and regulations.
- C. Partially remove paving, curb, walkways and concrete surfaces. Neatly saw cut edges at right angles to the pavement surfaces.
- D. Remove abandoned utilities. Coordinate with utility owners. Indicate removal termination point for underground utilities on Record Drawings.
- E. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- F. Do not burn or bury materials on site. Leave site in clean condition.

3.5 **TOPSOIL EXCAVATION**

- A. Strip topsoil from areas that are to be filled, excavated, or re-graded to such a depth that it prevents intermingling with underlying subsoil or questionable material.
- B. Cut heavy growths of grass from areas before stripping and remove with the rest of the cleared vegetative material.
- C. Topsoil shall consist of organic surficial soil found in depth of not less than 6 inches. Suitable topsoil for stockpiling and respreading shall be reasonably free of subsoil, clay lumps, stones, weeds, roots, objects over 2" in diameter and other objectionable material.
Wet topsoil is to be considered as unsuitable material

and is to be removed from the site.

- D. Stockpile topsoil in storage piles in areas where directed. Construct storage piles to freely drain surface water. Cover storage piles as required to prevent windblown dust. Dispose of unsuitable topsoil for waste material, unless otherwise specified by owner. Excess topsoil shall be removed from the site by the Contractor unless specifically noted otherwise on the Drawings.

END OF SECTION

SECTION 02200
EARTHWORK

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This section includes all labor, materials and equipment necessary to complete site grading, excavation and backfill work shown on the Drawings or as described herein.

- B. Excavation work includes the de-watering of all excavation sites; hauling and disposal of all unsuitable materials of excavation; the protection of pipelines and structures above or below grade, either existing or as part of proposed construction; cutting. Excavation also includes the filling and grading to required lines, dimensions, contours and proposed elevations for proposed improvements; proof-rolling of existing soil to remain; and the general maintenance and cleanup of the project site.

- C. The scarifying, compaction, drying and removal of unsuitable material to ensure proper preparation of areas for fills or proposed improvements.

1.2 RELATED SECTIONS

- A. Section 02050 - Site Demolition

- B. Section 02100 - Site Preparation

- C. Section 02222 - Excavation, Backfill and Compaction for Utilities

- D. Section 02227 - Aggregate Materials

- E. Section 02601 - Utility Test Pits

- F. Construction Drawings

1.3 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM) latest edition.
- D 422 Standard Test Method for Particle-Size Analysis of Soils
 - D 698 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort [12,400 ft-lbf/ft² (600 kN-m²)].
 - D 1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
 - D 1557 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort [56,000 ft-lbf/ft² (2,700 kN-m²)]

 - D 1559 Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus.
 - D 2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - D 2216 Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock
 - D 2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
 - D 2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
 - D 3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
 - D 4318 Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
 - C 25 Standard Test Methods for Chemical Analysis of Limestone, Quicklime and Hydrate Lime
 - C 110 Standard Test Methods for Physical Testing of Quicklime, Hydrated Lime and Limestone
 - C 618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
 - C 977 Standard Specification for Quicklime and Hydrated Lime for Soil Stabilization

- B. American Association of State Highway and Transportation Officials (AASHTO), latest edition, T 88 - Mechanical Analysis of Soils
- C. Occupational Safety and Health Administration Standards (OSHA).

1.4 **ENVIRONMENTAL REQUIREMENTS**

Construct temporary erosion control systems as shown on the approved plans or as directed by the engineer to protect adjacent properties and water resources from erosion and sediment damage.

1.5 **QUALITY ASSURANCE**

- A. Independent Testing Laboratory selected and paid by the County of Union, may be retained to perform construction testing on site based on the following:
 - 1. Areas of Construction exclusive of building subgrade: In cut areas, not less than one compaction test for every 10,000 square feet. In fill areas, same rate of testing for each 8" lift (measured loose).
- B. If compaction requirements are not complied with at any time during construction process, remove and re-compact deficient areas until proper compaction is obtained at no additional expense to the County of Union.
- C. In all areas to receive pavement, a CBR (or LBR) test shall be performed for each type of material imported from off-site.
- D. The following tests shall be performed on each type of on-site or imported soil material used as compacted fill as part of construction testing requirements.
 - 1. Moisture and Density Relationship: ASTM D 698 or ASTM D 1557.
 - 2. Mechanical Analysis: AASHTO T-88
 - 3. Plasticity Index: ASTM D 4318
- E. Field density tests for in-place materials shall be performed according to one of the following standards as part of construction testing requirements.
 - 1. Sand-Cone Method: ASTM D 1556
 - 2. Balloon Method: ASTM D 2167

3. Nuclear Method: ASTM D 2922-9.5.2 - Direct Transmission Procedure)
- F. Independent Testing Laboratory shall prepare test reports that indicate test location, elevation data, and test results. The County of Union and Contractor shall be provided with copies of reports within 96 hours of time test was performed. In event that any test performed fails to meet these Specifications, the County of Union and Contractor shall be notified immediately by independent testing laboratory.
- G. All costs related to re-testing due to failures shall be paid for by the Contractor at no additional expense to the County of Union. The County of Union reserves the right to employ an Independent Testing Laboratory and to direct any testing that is deemed necessary. Contractor shall provide free access to site for testing activities.

1.6 SUBMITTALS

- A. Submit a sample of each type of off-site fill materials that is to be used at the site in an air tight, 10 lb. container for the testing laboratory or submit a gradation and certification of the fill material that is to be used to the testing laboratory for review.
- B. Submit the name of each material supplier and specific type and source of each material. Any change in source throughout the job requires approval of the County of Union.
- C. For use of fabrics or geo-grids, a design for approval by the County of Union shall be submitted.
- D. Excavation Safety and Protection Plan: Describe sheeting, shoring and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations confirming the integrity of trench support systems and excavation bracing. Structural calculations are to be performed, signed and sealed by a registered professional engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Excavated and re-used on-site material for subsoil fill as specified herein. (See Subsection 3.02 - Excavation

for Filling and Grading)

- B. Aggregate fill as specified in Section 02227.
- C. Imported sub-soil material approved by the County of Union and specified herein. (See Subsection 1.05 - Quality Assurance)
- D. Topsoil fill as specified in Section 02090.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Identify required lines, levels, contours and datum.
- B. Locate and identify existing utilities that are to remain and protect them from damage.
- C. Notify utility companies to remove and/or relocate any utilities that are in conflict with the proposed improvements.
- D. Protect plant life, lawns, fences, existing structures, sidewalks, paving and curbs, located either on site which are to remain or on adjoining property, from excavating equipment and vehicular traffic.
- E. Protect benchmarks, property corners and all other survey monuments from damage or displacement. If a marker needs to be removed it shall be referenced by a licensed land surveyor and replaced, as necessary, by the same.
- F. Remove from site material encountered in grading operations that, in opinion of the County of Union, is unsuitable or undesirable for back-filling, sub-grade or foundation purposes. Dispose in a manner as described under Subsection 3.8 - Disposal of Unwanted Materials of this Specification Section. Backfill areas with layers of suitable material and compact as specified.
- G. Where permitted by the State DEP, prior to placing fill in low areas, such as isolated streams, manmade ditches or small isolated ponded wet areas, perform the following procedures:
 - 1. Drain water out by gravity with ditch having flow line lower than lowest elevation in low area. If drainage cannot be performed by gravity ditch, use

adequate pumping means to obtain same results.

2. After drainage of low area is complete, remove mulch, mud, debris, and other unsuitable material by using acceptable equipment and methods that will keep natural soils underlying low areas dry and undisturbed.
3. If proposed for fill, all muck, mud, and other materials removed from the above described low areas shall be dried on-site by spreading in thin layers for observation by the County of Union, owner or owner's representative. Material shall be inspected and, if found to be suitable for use as fill material, shall be incorporated into lowest elevation of site filling operation, but not under building areas or within 10'-0" of perimeter of building pads or paving sub-grade. If, after observation by the County of Union, all unsuitable material shall be removed from site.

3.2 REMOVAL OF WATER, PROTECTION FROM FLOODING, AND DEWATERING

- A. The Contractor shall convey all water removed from excavations and rain water to the storm drainage system. Plans for such a system shall be submitted by the Contractor for review and approval prior to construction.
- B. Precautions shall be taken to protect uncompleted work from flooding during storms or from other causes. Any pipeline or structure not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected.
- C. Dewatering
 1. The Contractor's pumping and dewatering operations shall be carried out in such a manner as to prevent damage to existing structures and utilities and the contract work, and so that no loss of ground will result from these operations. Pumping shall be continuous where directed by the County Engineer to protect the work and/or to maintain a satisfactory progress.
 2. After individual structures or pipelines have been installed, in the event of high ground water or flooding conditions, care must be taken to counteract uplift forces and prevent flotation of

structures. Continuous dewatering (7 days per week, 24 hours per day) shall be conducted as necessary. Also, standby, independent power and pumping equipment shall be provided for reliability. The Contractor's dewatering system shall have screens of adequate size to prevent removal of fines during the dewatering operation. Prior to the installation of the dewatering system, details of the system shall be submitted to the County Engineer for review. It should be noted that it is the Contractor's responsibility to provide and operate an adequate dewatering system until excavations are backfilled to finished grades or pressure relief valves are installed.

3. The Contractor shall provide adequate noise inhibitors on all dewatering equipment, as approved by the County Engineer. This shall include mufflers, enclosures, or other items needed to keep the noise within levels required by OSHA and local ordinances. If, in the opinion of the County Engineer, the appropriate noise level has been exceeded, the Contractor shall be required to use electrically powered dewatering equipment at no additional cost to the County of Union.
4. Any damage resulting from the failure of the dewatering operations and any damage resulting from the failure of maintaining the areas in a suitable dry condition shall be repaired by the Contractor as directed by the County Engineer at no additional cost to the County of Union.
5. At no time will the Contractor be permitted to dispose of dewatering effluent or surface drainage in any treatment process.
6. The Contractor shall meter all dewatering effluent if a temporary groundwater diversion permit is required by NJDEP. The Contractor shall comply with all NJDEP regulations regarding groundwater diversion.
7. If the trench water to be pumped out is more acidic than ambient stream levels, the Contractor shall take appropriate measures to adjust the pH of the dewatering effluent to that of the surrounding stream.

D. Sediment Control:

1. Sediment shall be settled or filtered out of all surface or subsurface water encountered during construction before such water enters the storm drainage system. Sediment control shall be in strict accordance with "Soil Erosion and Sediment Control" of these specifications.
 2. The Contractor shall provide all necessary measures such as construction of sediment control fence, water diversion structures, ditches, sediment basins, etc., to prevent silt laden water from dewatering activities from directly entering streams and wetlands.
- E. The Contractor shall keep the construction site drained at all times. No fill shall be placed in wet areas. The Contractor shall provide sufficient ditches, sumps, drains, well points or deep wells as required to depress the groundwater level in advance of excavations and to maintain the site in a dry condition. Excavation dewatering shall be installed to depress and maintain the groundwater level at least two (2') feet below the bottom of the excavation at all times.
- F. Pipe shall be laid on a solid, dry foundation. Any structural pipe laid in water or wet trenches will be removed and reinstalled at the Contractor's expense.

3.3 EXCAVATION FOR FILLING AND GRADING

- A. Classification of Excavation: The Contractor is advised to investigate and examine the site to determine type, quantity, quality, and character of excavation work to be performed. Excavation shall be considered unclassified and shall include the removal of sub-grade materials of every type and nature, including all boulders, rock, small underground structures and other such materials requiring drilling and blasting, wedging, sledging or jackhammering for their removal. Approval from the County of Union shall be obtained before any blasting is undertaken.
- B. Perform excavation using capable, well maintained equipment and methods acceptable to the County of Union and governing agencies. At the project site, the Contractor shall excavate all existing materials to the lines, grades and slopes shown on the Contract Drawings. Excavation to firm material beyond lines and

grades shown on plans may be required. Contractor shall backfill to required grade with suitable excavated on-site material to the maximum extent possible, using standard acceptable methods and/or as specified herein or as directed by the Engineer. Excavated materials, approved by the County Engineer, shall be stockpiled for subsequent use for filling and backfilling. Only if on-site material proves unsuitable or of insufficient quantity shall off-site material be used as general fill. Unsuitable excavated materials, including clay, silt, organic soils, decomposed shale, man-made fills and others as may be designated by the County Engineer shall be removed and disposed of off-site at approved licensed disposal sites.

- C. Grade top perimeter of excavation to prevent surface runoff water from draining into excavation. When performing grading operations during periods of wet weather, provide adequate drainage and ground water management to control moisture of soils.
- D. Shore, brace, and drain excavations as necessary to maintain safe, secure, and free of water at all times. Excavation within a bracing system, if required, shall be performed in stages and the Contractor shall not excavate below any prescribed slope or elevation until the proper braces have been installed and wedged. If, during progress of excavation, ground movement or movement of adjacent structure is discovered, excavation shall immediately stop and measures, approved by the County Engineer, taken to prevent further movement.
- E. If any over-excavation is caused by the Contractor's error, the Contractor shall, at its own expense, refill all such excavated space with such material and in such a manner as may be directed by the County Engineer in order to insure the stability of the various structures.
- F. All excavations shall be protected from freezing weather. The Contractor shall assume full responsibility for protection of the work.
- G. Excavations shall be performed in dry conditions and slopes shall be cut back to the necessary stable slope configuration to comply with Federal, State and local requirements. Any excavations which cannot be cut back to a stable slope configuration shall be braced with proper sheet piling, uprights, and stringers in conformance with OSHA safety regulations.

- H. Excavated material containing rock or stone greater than 6" in largest dimension is unsuitable as fill within proposed building and paving areas.
- I. Rock or stone greater than 2" but less than 6" in largest dimension is acceptable as fill to within 24" below subgrade level when mixed with suitable material.
- J. Rock or stone less than 2" in largest dimension and mixed with suitable material is acceptable as fill within the upper 24" of proposed sub-grade level.
- K. Repair or replace items, indicated to remain, damaged by excavation and filling operations.

3.4 FILLING AND SUBGRADE PREPARATION

- A. Fill areas to contours and elevations shown with unfrozen materials.
- B. Place fill in continuous lifts specified herein.

U.S. Sieve Size Percent Passing

3.5 PLACEMENT OF BACKFILL AND COMPACTION

- A. Compacted to 95% AASHTO density.
- B. Placement of Fill: No backfill shall be placed until the excavation, subgrade, and backfill material to be used are approved by the Engineer. All backfill shall be placed in uniform horizontal layers not more than 12" in thickness, unless approved by County Engineer.

Test for Density of Soil in Place by the Nuclear Methods, ASTM Designations D-2922 and D-3017 or the Sand/Cone Method, ASTM Designation D-1556.

- C. Where compacted fill is placed adjacent to walls, the difference in elevation of the top of the fill on either side of the wall can be no more than one foot unless the wall is adequately braced or designed.
- D. A compactor shall be used over granular soils. The compactor shall be a vibratory roller capable of operating at the optimum frequency for the equipment provided. A sheepsfoot roller shall be used over cohesive soils as determined by the County Engineer.

- E. Compaction requirements will be strictly enforced.
- F. Completion of the backfill and compaction effort described in these specifications.
- G. Final Approval: The County Engineer shall inspect the prepared areas immediately before the Contractor places foundations or piping on compacted fills or virgin soil. The Contractor shall remove any soft fill and replace with properly compacted material as directed by the County Engineer.
- H. The Contractor shall protect all newly graded areas from traffic and erosion. It shall keep all graded areas free of trash and debris. Where completed compacted areas are disturbed by subsequent construction operation or adverse weather, the Contractor shall scarify all surfaces, reshape, and compact to the required density prior to further construction.

2.2 MAINTENANCE OF SUBGRADE

- A. Adjacent to and beneath foundation from freezing.

2.3 DISPOSAL OF UNWANTED MATERIALS

Where permitted by Municipal Regulations, unwanted material generated from clearing site and excavation operations is to be removed, offsite, and disposed of at approved licensed disposal receiving facilities in accordance with the provisions listed below.

- A. All material such as brush, logs, stumps, concrete pavement, unusable excavated material, etc., shall be trucked from the Project Site and dumped at approved licensed disposal areas. The Contractor shall, at its own expense, comply with all local, State and Federal laws and regulations governing the use of the Project Site, including types and quantities of material removed.
- B. Hauling and dumping costs and the costs of disposal areas shall be included in the lump sum price bid in the proposal. The use of coverings on trucks hauling materials may be required by local ordinances in various municipalities; no additional claims shall be made by the Contractor due to such requirements. Truck wheels shall be cleaned prior to leaving the Project Site so that no mud or other unsightly material is left on public roads.

No additional payment will be made for the disposal of excess excavated material off-site.

- C. Burning will not be permitted.

END OF SECTION

SECTION 02222
EXCAVATION, BACKFILL AND
COMPACTION

PART 1 GENERAL

WORK INCLUDED

Not used

RELATED SECTIONS

REFERENCE STANDARDS

QUALITY ASSURANCE

PROJECT RECORD DOCUMENTS

PART 2 PRODUCTS

2.01 MATERIALS

<u>U. S. Sieve Size #67</u>	<u>Percent Passing</u>
<u>U. S. Sieve Size #57</u>	<u>Percent Passing (by</u>

PART 3 EXECUTION

3.1 PREPARATION

3.2 EXCAVATION

- A. The local utility companies shall be contacted before excavation shall begin. Dig trench at proper width and depth for laying pipe, conduit, or cable. Cut trench banks practically and remove stones as necessary to avoid point-bearing. Over excavate wet or unstable soil, if encountered, from trench bottom as necessary to provide suitable base for continuous and uniform bedding.

- B. All trench excavation side walls greater than 5 feet in depth shall be sloped, shored, sheeted, braced or otherwise supported by means of the sufficient strength to protect the workmen within them in accordance with the applicable rules and regulations established for construction by the Department of Labor, Occupational Safety and Health Administration (OSHA), and by local ordinances. Lateral travel distance to an exit ladder or steps shall not be greater than 25 feet in trenches 4 feet or deeper.
- C. Perform excavation as indicated for specified depths. Stockpile suitable back-fill material in an orderly manner far enough from bank of trench to avoid overloading, slides, or cave-ins.
- D. Remove excavated materials not required or not suitable for backfill or embankments and waste as specified. Any structures discovered during excavation(s) shall be disposed of as specified.
- E. Prevent surface water from flowing into trenches or other excavations by temporary grading or other methods, as required. Remove accumulated water in trenches or other excavations by pumping or other acceptable methods.
- F. Open cut excavation by hand. Dispose of unsuitable material and provide other suitable material at no additional cost to the Owner.
- G. Provide sheeting and bracing, when necessary, in trenches and other excavations where protection of workmen required. Sheeting may be removed after sufficient backfilling to protect against damaging or injurious caving.

3.3 PIPE BEDDING

- A. Accurately cut trenches for conduit that is installed to designated elevations and grades 6" below bottom of pipe and to width as specified. Place 6" of bedding material, compact in bottom of trench, and accurately shape to conform to lower portion of pipe barrel. After pipe installation, place select backfill and compact in maximum 6" layers measured loose to the top of the layer. Conform to details shown in the plans.
- B. Where utilities are to be placed on fill, the fill is to be compacted to 95% modified proctor density per ASTM D1557, in 8" loose lifts.

3.4 BACKFILLING

- A. Criteria: Trenches shall not be back-filled until required tests are performed and the utility systems comply with and are accepted by applicable governing authorities. Back-fill trenches as specified. If improperly back-filled, reopen to depth required to obtain proper compaction. Back-fill and compact, as specified, to properly correct condition in an acceptable manner.
- B. Back-filling: After pipe or conduit has been installed, bedded, and tested as specified, back-fill trench or structure excavation with specified material placed in 8" maximum loose lifts.
- C. Back-fill trenches to the contours and elevations shown on the plans with unfrozen materials.
- D. Systematically back-fill to allow maximum time for natural settlement. Do not back-fill over porous, wet, frozen or spongy sub-grade surfaces.

3.5 COMPACTION

- A. Exercise proper caution when compacting immediately over top conduits. Water jetting or flooding is not permitted as method of compaction.

- B. Maintain optimum moisture content of fill materials to attain required compaction density.
- C. An independent testing laboratory may perform test at intervals not exceeding 200'-0" of trench for the first and every other eight-inch (8") lift of compacted trench backfill and furnish copies of test results as specified. Compact to minimum density of 95% of optimum density in accordance with ASTM D 1557.
- D. All materials used for backfill shall be tested in accordance with Section 02200.

END OF SECTION

SECTION 02223
EXCAVATION, BACKFILLING AND COMPACTING FOR PAVEMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Excavate to line, grade and configuration as shown in the plans and specifications for proposed pavements.
- B. Fill to line, grade and configuration as shown in the plans and specifications for proposed pavements.
- C. Compacting fill materials in an acceptable manner as stated herein.

1.2 RELATED SECTIONS

- A. Section 02200 - Earthwork
- B. Section 02227 - Aggregate Materials
- C. Section 02500 - Soil and Aggregate Base Course
- D. Section 02510 - Bituminous Concrete Base and Surface Courses
- E. Section 02525 - Curbs and Sidewalks
- F. Section 02601 - Utility Test Pits
- G. Construction Drawings

1.3 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM) latest edition.
 - D 422 Standard Test Method for Particle-Size Analysis of Soils
 - D 698 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort [12,400 ft-lbf/ft² (600 kN-m²)].
 - D 1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

- D 1557 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort [56,000 ft-lbf/ft² (2,700 kNm²)]
 - D 1559 Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus.
 - D 2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - D 2216 Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock
 - D 2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
 - D 2922 Standard Test Methods for Density of Soil and Soil- Aggregate in Place by Nuclear Methods (Shallow Depth)
 - D 3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
 - D 4318 Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
 - C 25 Standard Test Methods for Chemical Analysis of Limestone, Quicklime and Hydrate Lime
 - C 110 Standard Test Methods for Physical Testing of Quicklime, Hydrated Lime and Limestone
 - C 618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
 - C 977 Standard Specification for Quicklime and Hydrated Lime for Soil Stabilization
- B. American Association of State Highway and Transportation Officials (AASHTO), latest edition, T 88 - Mechanical Analysis of Soils
- C. Occupational Safety and Health Administration Standards (OSHA).

1.4 **QUALITY ASSURANCE**

Independent testing laboratory selected and paid by the County of Union shall be retained to perform construction testing on filling operations and sub-grade analysis as specified in

Section 02200 - Earthwork and as stated herein.

1.5 SUBMITTALS

- A. Shop drawings or details pertaining to excavating and filling for pavement are not required unless otherwise shown on the drawings or specifications or if contrary procedures to the project documents are proposed.
- B. Submit a sample of each type of off-site fill material that is to be used in backfilling in an air-tight, 10 lb. container for the testing laboratory or submit a gradation and certification of the aggregate material that is to be used to the testing laboratory for review.
- C. Submit the name of each material supplier and specific type and source of each material. Any change in source throughout the job requires approval by the County of Union.
- D. Excavation Safety and Protection Plan: Describe sheeting, shoring and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations confirming the integrity of trench support systems and excavation bracing. Structural calculations are to be performed, signed and sealed by a registered professional engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fill material from on-site as specified in Section 02200-Earthwork and approved by the County of Union.
- B. Fill material from off-site as specified in Section 02200 - Earthwork and approved by the County of Union.
- C. Aggregate material as specified in Section 02227 - Aggregate Materials.
- D. Acceptable stabilization fabrics and geo-grids:
 - 1. Mirafi 500X or 600X
 - 2. Phillips 66 Supac 6WS
 - 3. Dupont Typar 3401 and 3601
 - 4. Trevira S1114 and S1120
 - 5. Tensar SS-1 and SS-2
 - 6. AMXCO's Curlex Blankets

7. Exxon GTF-200 or 350

PART 3 - EXECUTION

3.1 PREPARATION

- A. Identify all lines, elevations and grades necessary to construct pavements, curb and gutter, bases, walkways and roadways as shown in the plans and specifications.
- B. Carefully protect benchmarks, property corners, monuments or other reference points.
- C. Locate and identify all site utilities that have previously been installed for this project and may be in danger of damage by grading operations.
- D. Locate and identify all existing utilities that are to remain and protect them from damage.
- E. Over excavate and properly prepare areas of sub-grade that are not capable of supporting the proposed systems. These areas are to be stabilized by using acceptable backfill materials placed and compacted as specified, filter fabrics and/or aggregate material.

3.2 EXCAVATION

- A. Excavate roadway and pavement areas to line and grade as shown in the plans and specifications.
- B. Engage all suitable material into the project fill areas as specified in Section 02200 - Earthwork.
- C. Unsuitable excavated material is to be disposed of in a manner and location that is acceptable to the County of Union and local governing agencies and as specified under Section 02200 - Earthwork.
- D. Perform excavation using capable, well maintained equipment and methods acceptable to the owner and the project document requirements.

3.3 FILLING AND SUBGRADE PREPARATION

- A. Areas exposed by excavation or stripping and on which sub-grade preparations are to be performed shall be scarified to an average depth of 10"-11" based on the soil borings and compacted to minimum of 95% of optimum density, in accordance with ASTM D 1557 , at a moisture

content of not less than 1% below and not more than 3% above the optimum moisture content, unless otherwise directed by the County of Union. These areas shall then be proof-rolled to detect any areas of insufficient compaction. Proof-rolling shall be accomplished by making a minimum of two (2) complete passes with a fullyloaded tandem-axle dump truck, or approved equivalent, in each of the two perpendicular directions under the supervision and direction of a field geotechnical engineer. Areas of failure shall be excavated and recompacted as stated above.

- B. Fill materials used in preparation of sub-grade shall be placed in lifts or layers not to exceed 8" loose measure and compacted to a minimum of 95% of optimum density, in accordance with ASTM D 1557. Moisture content shall not be less than 1% below and not more than 3% above the optimum moisture content, unless otherwise directed by the County of Union.
- C. The following table stipulates maximum allowable values for plasticity index (PI) and liquid limit (LL) of suitable fill materials to be used in the specified areas, unless specifically stated otherwise on the Drawings:

	<u>PI</u>	<u>LL</u>
* Paving Area Below Upper Two Feet	20	50
* Paving Area Above Upper Two Feet	15	40
(*References to Depth are to Proposed Sub-grade Elevations)		

3.4 COMPACTION

- A. Maintain optimum moisture content of fill materials to attain required compaction density.
- B. All materials shall be tested in accordance with Section 02200 - Earthwork.
- C. An independent testing laboratory selected and paid by the County of Union, shall be retained to perform testing on-site.
- D. Compaction test will be as specified in Section 02200 - Earthwork together with the following for paving areas:
 - 1. In cut areas not less than one compaction test for every 10,000 square feet.

2. In fill areas, same rate of testing for each 8" lift (measured loose).
- E. If compaction requirements are not complied with at any time during construction process, remove and recompact deficient areas until proper compaction is obtained at no additional expense to the County of Union.

3.5 MAINTENANCE OF SUBGRADE

- A. Finished sub-grades shall be verified to ensure proper elevation and conditions for construction above subgrade.
- B. Protect sub-grade from excessive wheel loading during construction including concrete trucks and dump trucks.
- C. Remove areas of finished sub-grade found to have insufficient compaction density to depth necessary and replace in a manner that will comply with compaction requirements by use of material equal to or better than best sub-grade material on-site. Surface of sub-grade after compaction shall be hard, uniform, smooth, stable, and true to grade and cross-section.

3.6 FINISH GRADING

- A. Finish grading shall be in accordance with Section 02200 - Earthwork and as more specifically stated herein.
- B. Grading of paving areas shall be checked by string line from grade stakes (blue tops) set at not more than 50' centers. Tolerances of 0.10 feet, more or less, will be permitted. Sub-Contractor to provide engineering and field staking necessary for verification of lines, grades, and elevations.

END OF SECTION

AGGREGATE MATERIAL
SECTION 02227

PART 1 - GENERAL

1.1 WORK INCLUDED

Aggregate Materials requirements for use when called for in other specification sections.

1.2 RELATED SECTIONS

- A. Section 02100 - Site Preparation
- B. Section 02200 - Earthwork
- C. Section 02223 - Excavation, Backfill and Compaction for Pavement
- D. Section 02510 - Bituminous Concrete Base and Surface Courses
- E. Construction Drawings

1.3 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM) latest edition.
- C 136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
- D 698 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort [12,400 ft-lbf/ft² (600 kN-m²)].
- D 1557 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort [56,000 ft-lbf/ft² (2,700 kN m²)]
- D 2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- D 2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- D 2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- D 3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

- D 4318 Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- B. American Association of State Highway and Transportation Officials (AASHTO), latest edition. T180 Moisture-Density Relations of soils Using a 10-lb (4.54 Kg) Rammer and an 18-inch (457 mm) Drop
M147 Materials for Aggregate and Soil-Aggregate
- C. Occupational Safety and Health Administration Standards (OSHA).

1.4 QUALITY ASSURANCE

Tests and analysis of aggregate material will be performed in accordance with standard ASTM and AASHTO procedures listed herein.

1.5 SUBMITTALS

- A. Submit in air-tight containers a 10 pound sample of each aggregate or mixture that is to be incorporated into the project to the testing laboratory designated by the County of Union. The results of testing are to be in the form of a report as stipulated in Section 02200, subsection 1.6 (F) of the Earthwork Specifications.
- B. Submit the name of each material supplier and specific type and source of each material. Any change in source throughout the job requires approval from the County Engineer.
- C. Submit materials certificate to on-site independent testing laboratory which is signed by material producer and Contractor, certifying that materials comply with, or exceed, the requirements herein.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All construction and materials shall meet or exceed the requirements of this section and any state highway department specification section referred to or noted on the drawings which pertain to paving base course design, materials, preparation, and/or execution. All materials shall be as indicated on Drawings and shall comply with applicable state highway specification regarding source, quality, gradation, liquid limit, plasticity index, and

mix proportioning.

- B. Stone Aggregate Type I-5 conforming to the gradation requirements specified in the Standard Specifications for Road and Bridge Construction.
- C. Bedding stone shall be quarried and crushed angular limestone in accordance with the specification section.

Pipe Bedding Material: Course Aggregate, size #67 (choked) complying with the following gradation requirements:

<u>U. S. Sieve Size #67</u>	<u>Percent Passing (by weight)</u>
1 Inch	100
3/4 Inch	90-100
3/8 Inch	20-55
No. 4	0-10
No. 8	0-5

Underdrain Bedding Material: Course aggregate or washed gravel complying with the following gradation requirements:

<u>U. S. Sieve Size #57</u>	<u>Percent Passing (by weight)</u>
1-1/2 Inch	100
1 Inch	90-100
1/2 Inch	20-60
No. 4	0-10
No. 8	0-5

- D. Filter fabric and bedding stone shall be installed prior to the placement of the stones if so indicated on the drawings. Filter/Drainage fabric shall be as specified herein and as detailed on the plans, such as:

1. Mirafi 140 NS
2. Phillips 66 Supac 4NP
3. Dupont Typar 3341

PART 3 - EXECUTION

3.1 STOCKPILING

Stockpile on-site at locations indicated by County Engineer in such a manner that there will be no standing water or mixing with other materials.

3.2 BORROW SITES

Upon completion of borrow operations, clean up borrow areas as indicated on the plans and in a neat and reasonable manner to the satisfaction of the County Engineer.

3.3 TRANSPORTATION

Off-site materials shall be transported to the project using well maintained and operating vehicles. Once on the job site, all transporting vehicles shall stay on designated haul roads and shall at no time endanger any of the improvements by rutting, overloading or pumping the haul road.

END OF SECTION

SECTION 02500
SOIL AND AGGREGATE BASE COURSE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Granular Base
- B. Full Depth Asphalt Base

1.2 RELATED SECTIONS

- A. Section 02100 - Site Preparation
- B. Section 02200 - Earthwork
- C. Section 02227 - Aggregate Materials
- D. Section 02510 - Bituminous Concrete Base Course and Surface Course
- E. Section 02525 - Curbs and Sidewalks
- F. Section 02601 - Utility Test Pits
- G. Construction Drawings

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM) latest edition.
 - D 698 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort [12,400 ft-lbf/ft² (600 kN-m²)].
 - D 1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
 - D 1557 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort [56,000 ft-lbf/ft² (2,700 kNm²)]
 - D 2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - D 2216 Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock
 - D 2922 Standard Test Methods for Density of Soil and Soil- Aggregate in Place by Nuclear Methods (Shallow Depth)
 - D 3017 Standard Test Method for Water Content of Soil

and Rock in Place by Nuclear
Methods (Shallow Depth)
D 4318 Standard Test Method for Liquid Limit, Plastic
Limit, and Plasticity Index of Soils

- B. American Association of State Highway and Transportation Officials (AASHTO), latest edition, T 88 - Mechanical Analysis of Soils
- C. Standard Specifications for Road and Bridge construction
- D. Occupational Safety and Health Administration Standards (OSHA).

PART 2 - PRODUCTS

2.1 MATERIALS AND SUBMITTALS

- A. Submit materials certificate to on-site independent testing laboratory which is signed by material producer and Contractor, certifying that materials comply with, or exceed, the requirements herein.
- B. Stone Aggregate Type 19M64 for pavement base course shall conform to the gradation requirements specified.

PART 3 - EXECUTION

3.1 EXAMINATION

Sub-Contractor shall verify sub-grade has been inspected, is dry and properly prepared, and gradients and elevations are correct.

3.2 CONSTRUCTION

- A. Perform base course construction in a manner that will drain surface properly at all times and at the same time prevent runoff from adjacent areas from draining onto base course construction. The sub-grade shall be shaped and compacted to within a tolerance of plus or minus ½" of grade and contour, with no areas consistently high and shall be free from water pockets.
- B. Compact base material to not less than 95% of optimum density as determined by ASTM D 1557, unless otherwise indicated on the Drawings.
- C. Granular Base: Construct to thickness indicated on Drawings. Apply in lifts or layers not exceeding 8",

measured loose.

3.3 **FIELD QUALITY CONTROL**

- A. An Independent Testing Laboratory, selected and paid by Owner, shall be retained to perform construction testing of in-place base courses for compliance with requirements for thickness and tolerance. Paving base course tolerances shall be verified (by rod and level readings on no more than fifty-foot centers) to +0.05' of design elevation that will allow for paving thickness as shown in the Drawings. Sub-Contractor shall provide instruments and a suitable benchmark.

- B. The following tests shall be performed on each type of material used as base course material:
 - 1. Moisture and Density Relationship: ASTM D 698 or ASTM D 1557.
 - 2. Mechanical Analysis: AASHTO T-88.
 - 3. Plasticity Index: ASTM D-4318.
 - 4. Base material thickness: Perform one test for each 20,000 square feet in-place base material area.
 - 5. Base material compaction: Perform one test in each lift for each 20,000 square feet in-place base material area.
 - 6. Test each source of base material for compliance with applicable state highway specifications.

- C. Field density tests for in-place materials shall be performed according to one of the following standards as part of construction testing requirements:
 - 1. Sand-Cone Method: ASTM D 1556.
 - 2. Balloon Method: ASTM D 2167.
 - 3. Nuclear Method: ASTM D 2922, Method B (Direct Transmission).

- D. Independent Testing Laboratory shall prepare test reports that indicate test location, elevation data, and test results. County Engineer and Contractor shall be provided with copies of reports within 96 hours of time test was performed. In event that any test performed fails to meet these specifications, County Engineer and Contractor shall be notified immediately by Independent Testing Laboratory. Contractor shall provide free access

to site for testing activities.

END OF SECTION

SECTION 02510
BITUMINOUS CONCRETE BASE AND SURFACE COURSES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Asphaltic concrete paving; surface course, binder course and base course.

1.2 RELATED SECTIONS

- A. Section 02223 - Excavation, Backfill and Compacting for Pavement
- B. Section 02227 - Aggregate Materials
- C. Section 02500 - Soil and Aggregate Base Course
- D. Section 02525 - Curbs and Sidewalks
- E. Construction Drawings

1.3 SUBMITTALS

- A. Design Mix: Before any asphaltic concrete paving is constructed, submit design mix for review and approval. Design mix submittal shall follow the format as indicated in the State specifications. The design shall be for mixtures indicated on the drawings.
- B. Material Certificates: Submit materials certificate, which is signed by material producer and Sub-Contractor, certifying that materials comply with, or exceed, the requirements herein.

1.4 JOB CONDITIONS

- A. Weather Limitations:
 - 1. Apply tack coat when ambient temperature is above 40°F, and when temperature has been above 35°F for 12 hours immediately prior to application. Do not apply when base is wet, contains excess moisture, or during rain.
 - 2. Construct asphaltic concrete paving when atmospheric temperature is above 40°F.

1.5 REFERENCES

- A. MS-2-Mix design methods for asphalt concrete and other hot mix types - The Asphalt Institute (AI)
- B. MS-3-Asphalt Plant Manual - The Asphalt Institute (AI)
- C. Hot Mix Asphalt Paving Handbook - US Army Corp of Engineers, UN-13 (CE MP-ET)
- D. MS-19-Basic Asphalt Emulsion Manual - The Asphaltic Institute (AI)
- E. ASTM D946 - Penetration - Graded Asphalt Cement for use in Pavement Construction
- F. Applicable State specifications

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide asphalt-aggregate mixture as recommended by local or state paving authorities to suit project conditions. Use locally available materials and gradations, which meet state highway specifications and exhibit satisfactory record on previous installations.
- B. Prime Coat: Cut-back asphalt type, ASTM D 2027; MC-30, MC-70, MC-250.
- C. Tack Coat: Emulsified asphalt; ASTM D 977.
- D. Herbicide Treatment: Commercial chemical for weed control, registered by Environmental Protection Agency. Provide granular, liquid or wettable powder form.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to, the following:
 - a. Ciba-Geigy Corp.
 - b. Dow Chemical U.S.A.
 - c. E.I. DuPont de Nemours & Co., Inc.
- E. Bituminous Concrete Base Course, Stone Mix 19M64 conforming to Composition Mixture.

- F. Bituminous Concrete Surface Course, Stone Mix 9.5M64 conforming to Composition Mixture.

2.2 EQUIPMENT

Maintain equipment in satisfactory operating condition and correct breakdowns in a manner that will not delay or be detrimental to progress of paving operations.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Remove loose material from compacted base material surface immediately before applying prime coat.
- B. Proof roll prepared base material surface to check for areas requiring additional compaction and areas requiring removal and recompaction.
- C. Do not begin paving work until sufficient base material areas have been prepared and are ready to receive paving.

3.2 APPLICATIONS

- A. Tack Coat:
 - 1. Apply to contact surfaces of previously constructed asphaltic concrete base courses or portland cement concrete and surfaces abutting or projecting into asphalt concrete and surfaces abutting or projecting into asphalt concrete pavement.
 - 2. Apply tack coat to asphaltic concrete base course or sand asphalt base course. Apply emulsified asphalt tack coat between each lift or layer of full depth asphaltic concrete and sand asphalt bases and on surface of all such bases where asphaltic concrete paving will be constructed.
 - 3. Apply emulsified asphalt tack coat in accordance with APWA Section 2204 and applicable state highway specifications.
 - 4. Apply at minimum rate of 0.05 gallon per square yard of surface.
 - 5. Allow to dry until at proper condition to receive paving.

3.3 ASPHALTIC CONCRETE PLACEMENT

- A. Place asphalt concrete mixture on completed compacted subgrade surface, spread, and strike off. Spread mixture at following minimum temperatures:
 - 1. When ambient temperature is between 40° F and 50° F: 285° F.
 - 2. When ambient temperature is between 50° F and 60° F: 280° F.
 - 3. When ambient temperature is higher than 60° F: 275° F.
- B. Whenever possible, all pavement shall be spread by a finishing machine. Inaccessible or irregular areas, pavement may be placed by hand methods. The hot mixture shall be spread uniformly to the required depth with hot shovels and rakes. After spreading, the hot mixture shall be carefully smoothed to remove all segregated course aggregate and rake marks. Rakes and lutes used for hand spreading shall be of the type designed for use on asphalt mixtures. Loads shall not be dumped faster than they can be properly spread. Workers shall not stand on the loose mixture while spreading.
- C. Paving Machine Placement: Apply successive lifts of asphaltic concrete in transverse directions with the surface course placed in the direction of surface-water flow. Place in typical strips not less than 10'-0" wide.
- D. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density, and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.

3.4 ROLLING AND COMPACTION

- A. The mixture, after being spread, shall be thoroughly compacted by rolling as soon as it will bear the weight of the rollers without undue displacement. Mixture shall be compacted to a minimum 92% of theoretical maximum density. The number, weight, and types of rollers and sequences of rolling operations shall be such that the required density and surface are consistently attained while the mixture is in a workable condition.

- B. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- C. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- D. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been thoroughly compacted.
- E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density.
- F. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.5 FIELD QUALITY CONTROL

- A. Independent Testing Laboratory, selected and paid by County of Union, shall be retained to perform construction testing of in-place asphaltic concrete courses for compliance with requirements for thickness and surface smoothness. Asphaltic surface and base courses shall be randomly cored at a minimum rate of one core for every 20,000 square feet of paving. However, no less than three cores in light duty areas and three cores in heavy-duty areas shall be obtained. Coring holes shall be immediately filled with full-depth asphalt or with concrete. Asphaltic Concrete pavement samples shall be tested for conformance with the mix design.
- B. Grade Control: Establish and maintain required lines and elevations.
- C. Thickness: In-place compacted thickness shall not be less than thickness specified on the drawings. Areas of deficient paving thickness shall receive a tack coat and a minimum 1" overlay; or shall be removed and replaced to

the proper thickness, at the discretion of County of Union; until specified thickness of the course is met or exceeded at no additional expense to County of Union.

- D. Surface Smoothness: Testing shall be performed on the finished surface of each asphalt concrete course for smoothness, using 10'-0" straightedge applied parallel with, and at right angles to centerline of paved area. The results of these tests shall be made available to the owner upon request. Surfaces will not be acceptable if exceeding following tolerances for smoothness:

Base Course Surface: 1/4"

Wearing Course Surface: 3/16"

- E. Check surface areas at intervals necessary to eliminate ponding areas. Remove and replace unacceptable paving as directed by the County Engineer.
- F. Compaction: Field density test for in place materials shall be performed by examination of field cores in accordance with one of the following standards:

1. Bulk specific gravity of paraffin-coated specimens: ASTM D-1188.
2. Bulk specific gravity using saturated surface-dry specimens: ASTM D-2726.

Rate of testing shall be one core per 20,000 square feet of pavement, with a minimum of 3 cores from heavy-duty areas and 3 cores from standard-duty areas. Cores shall be cut from areas representative of the project.

Areas of insufficient compaction shall be delineated, removed, and replaced in compliance with the specifications at no expense to the County of Union.

END OF SECTION

SECTION 02525
CURBS AND SIDEWALKS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Combination concrete curb and gutter
- B. Concrete Curb
- C. Concrete Sidewalk

1.2 RELATED SECTIONS

- A. Section 02100 - Site Preparation
- B. Section 02223 - Excavation, Backfill and Compaction for Pavement
- C. Section 02227 - Aggregate Material
- D. Section 02500 - Soil and Aggregate Base Course
- E. Section 02510 - Bituminous Concrete Base and Surface Courses
- F. Section 03300 - Cast-in-place Concrete
- G. Construction Drawings

1.3 REFERENCES

- A. Standard Specifications for Road and Bridge Construction
- B. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
- C. ANSI/ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
- D. ANSI/ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- E. ASTM C33 - Standard Specification for Concrete Aggregates
- F. ASTM C94 - Standard Specification for Ready Mix Concrete

- G. ASTM C150 - Standard Specification for Portland Cement
- H. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
- I. ASTM C309 - Standard Specification for Liquid Membrane Forming Compounds for Curing Concrete
- J. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete
- K. FS TT-C-800 - Curing Compound, Concrete, for New and Existing Surfaces.

1.4 PERFORMANCE REQUIREMENTS

Contractor shall maintain access for vehicular and pedestrian traffic as required for other construction activities. Utilize temporary striping, flagmen, barricades, warning signs, and warning lights as required.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required. The forms shall be of a depth equal to the depth of curbing or sidewalk, and so designed as to permit secure fastening together at the tops. Coat forms with non-staining type coating that will not discolor or deface surface of concrete.
- B. Concrete Materials: Comply with requirements of Section 03300 - Cast-in-Place Concrete for concrete materials, admixtures, bonding materials, curing materials, and others as required.
- C. Joint Fillers: Resilient premolded bituminous impregnated fiberboard units complying with ASTM D 1751 FS HH-F-341, Type II, Class A; or AASHTO M 153, Type I.
- D. Joint Sealers: Non-priming, pourable, self-leveling polyurethane. Acceptable sealants are Sonneborn "Sonolastic Paving Joint Sealant" Sonneborn "Sonomeric CT 1 Sealant", Sonneborn "Sonomeric CT 2 Sealant", Mameco "Vulken 45", or Woodmont Products "Chem-Caulk".

2.2 MIX DESIGN AND TESTING

- A. Concrete mix design and testing shall comply with requirements applicable in Section 03300 - Cast-in-Place Concrete.
- B. Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing admixture, air-entraining admixture, and water to produce the following properties:
 - 1. Compressive Strength: 4,000 psi, minimum at 28 days, unless otherwise indicated on the Drawings.
 - 2. Slump Range: 2"-5" at the time of placement.
 - 3. Air Entrainment: 5% to 8%.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Proof-roll prepared base material surface to check for unstable areas. Work shall begin only after any unsuitable areas have been corrected. Compaction testing of the base material shall be completed prior to the placement of concrete.
- B. Surface Preparation: Remove loose material from compacted base material surface to produce a firm, smooth surface immediately before placing concrete.

3.2 INSTALLATION

- A. Form Construction
 - 1. Set forms to required grades and lines, rigidly braced and secured.
 - 2. Install sufficient quantity of forms to allow continuance of work and so that forms remain in place a minimum of 24 hours after concrete placement.
 - 3. Check completed formwork for grade and alignment to following tolerances:

Top of forms not more than 1/8" in 10'-0".
Vertical face on longitudinal axis, not more than 1/4" in 10'-0".

4. Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

B. Concrete Placement

1. Comply with requirements of Section 03300 - Cast-in-Place Concrete.
2. Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Concrete shall not be placed around manholes or other structures until they are at the required finish elevation and alignment.
3. Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of dowels, and joint devices.
4. Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than $\frac{1}{2}$ hours, place construction joint. Automatic machine may be used for curb and gutter placement at Contractor's option. Machine placement must produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

C. Joint Construction

1. Contraction Joints: If joints are specified, the curb or gutter shall be constructed in uniform sections of the length specified on the plans. The joints between sections shall be formed either by steel templates $\frac{1}{8}$ inch in thickness, of a length equal to the width of the gutter or curb, and with a depth which will penetrate at least 2 inches below the surface of the curb and gutter; or with $\frac{3}{4}$ -inch thick preformed expansion joint filler cut to the exact cross section of the curb or gutter;

or by sawing to a depth of at least 2 inches while the concrete is between 4 to 24 hours old. If steel templates are used, they shall be left in place until the concrete has set sufficiently to hold its shape, but shall be removed while the forms are still in place. Sidewalks shall have tooled weakened place construction joints at 5 feet intervals, and expansion joints at 25 feet unless indicated otherwise on the drawings.

2. Longitudinal Construction Joints. Concrete curb, concrete gutter, combination concrete curb and gutter, where specified on the plans, shall be tied to concrete pavement with $\frac{1}{2}$ inch round, reinforcement bars of the length and spacing shown on the plans.
 3. Transverse Expansion Joints. Transverse expansion joint in curb, curb and gutter, gutter or sidewalk shall have the filler cut to the exact cross section of the curb, curb and gutter, gutter or sidewalk. The joints shall be similar to the type of expansion joint used in the adjacent pavement.
- D. Joint Fillers: Extend joint fillers full-width and depth of joint, and not less than $\frac{1}{2}$ " or more than 1" below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface. Furnish joint fillers in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.
- E. Joint Sealers: All joints shall be sealed per manufacturer's recommendations.

3.3 CONCRETE FINISHING

- A. After striking off and consolidating concrete, smooth surface by screening and floating. Adjust floating to compact surface and produce uniform texture. After floating, test surface for trueness with 10'-0" straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish.

- B. Work edges of sidewalks, gutters, back top edge of integral curb, and formed joints with an edging tool, and round to ½" radius. Eliminate tool marks on concrete surface. After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
 - 1. Inclined Slab Surfaces: Provide coarse, non-slip finish by scoring surface with stiff-bristled broom perpendicular to line of traffic.
 - 2. Curbs, gutters, and walks: Broom finish by drawing fine-hair broom across surface perpendicular to line of traffic. Repeat operation as necessary to produce a fine line texture.
- C. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up any minor honeycombed areas. Remove and place areas or sections with major defects, as directed.
- D. Protect and cure finished concrete paving using acceptable moist-curing methods, more particularly described in the "water-curing" section of ACI 308-81.

3.4 BACKFILL

After the concrete has set sufficiently, the spaces in front and back of the curb and gutter or sidewalk shall be refilled to the required elevation with suitable material which shall be compacted until firm and solid and neatly graded.

3.5 CLEANING AND ADJUSTING

- A. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.
- B. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials.

END OF SECTION

SECTION 02601
UTILITY TEST PITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND SECTIONS

- A. Section 02100 - Site Preparation
- B. Section 02510 - Bituminous Concrete Base Course and Surface Course
- C. Section 02525 - Curbs and Sidewalks

1.2 DESCRIPTION OF WORK

- A. Utility test pits shall be excavated by hand at locations either shown on the plans or where designated by the County of Union in order to locate underground structures or utilities which may conflict with new installations or which are to be main utility connection points.

1.3 QUALITY ASSURANCE

- A. Codes and Standards: Perform work in accordance with the appropriate utility company and/or municipality requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Excavated and re-used materials for subsurface fill as specified in Section 02200 - Earthwork.
- B. Aggregate fill as specified in Section 02227.
- C. Imported subsurface fill material approved by the respective utility company the County Engineer.
- D. Bituminous pavement material as specified in Section 02510.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Have each affected utility marked out on the ground by the respective utility company.
- B. Notify and coordinate with local traffic control authorities for procedures in maintaining or detouring current traffic patterns during construction.
- C. Notify and coordinate with utility companies for on-site presence of witness or inspector for their respective utility during test pit excavation operations.

3.2 TEST PIT EXCAVATION

- A. The Contractor shall excavate by hand at locations shown on the plans or designated by the County Engineer. Contractor shall excavate to the limits and depths that may be necessary in order to locate underground structures or utilities. It shall be the Contractor's responsibility to measure and record the horizontal and vertical location of all utilities encountered during test pit excavations and submit this information to the County Engineer.
- B. All test pits indicated on the plans or ordered by the County of Union shall be excavated by hand a minimum of one week prior to start of construction. The information obtained from the test pits will enable the County Engineer to make any necessary adjustments in utility service connection alignment prior to construction in case of conflicts. The Contractor shall make no claim for additional compensation on account of these adjustments. Construction shall not begin until the County of Union gives authorization to proceed after all test pits have been excavated and necessary information has been submitted to the County Engineer.

3.3 SUBMITTALS

- A. Filed Data: Horizontal and vertical location of all utilities encountered during test pit excavations shall be recorded and submitted to the County of Union prior to utility services installation to allow ample time for analysis.

END OF SECTION

SECTION 02920
SOIL PREPARATION

PART 1- GENERAL

1.1 WORK INCLUDED

The Contractor shall furnish all materials and perform all work shown on the drawings and required by the specifications, including:

1. Testing planting soil.
2. Amending and preparing soil for lawn and planting areas.
3. Preparing subgrade.
4. Spreading planting soil.
5. Placing planting soil in beds.

1.2 RELATED SECTIONS

- A. Section 02100 - Site Preparation
- B. Section 02200 - Earthwork
- C. Section 02245 - Soil Stabilization
- D. Section 02950 - Exterior Planting Trees, Shrubs, Ground Cover, Herbaceous Plant Material

1.3 REFERENCES

- A. Agricultural chemist: Qualified, experienced public or private soils testing laboratory, capable of providing test results as specified, and approved by the County of Union.

1.4 SUBMITTALS

- A. General: Render submittals and receive approval prior to delivery or installation.
 1. Approval by the County of Union of submitted product data, samples, tests reports, and certificates, does not constitute final acceptance.
- B. Testing: Submit written statement from proposed agricultural chemist that required tests can be performed in accordance with the specifications.
Testing
- C. Approved Soils Lab must submit a current and timely

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soils analysis prior to purchase and installation of approved planting soil.

- C. Product Data: Submit product literature or tear sheets giving name of product, manufacturer's name and compliance with specifications.
 - 1. Ground Limestone: Include guaranteed analysis, and weight for packaged material.
 - 2. Dehydrated cow manure.

- D. Samples:
 - 1. Composted leaf mulch: One-pound bag.

- E. Test Reports: Submit certified reports (Soil Analysis) by the approved agricultural chemist. Make submittals least three (3) weeks prior to delivery of materials to site.

Test all planting soil for compliance with material specifications. Have one composite sample tested from each stockpile intended for use in lawn and planting work. County of Union reserves the right to have soil tested independently.

- 1. If planting soil does not meet specified requirements, submit a program of amendments for bringing the planting soil up to the minimum standards.
- 2. Perform the following tests:
 - a) Fertility analysis - pH, soluble salts, nitrate, phosphate, potassium, calcium and magnesium.
 - b) Cation exchange capacity.
 - c) Organic matter content (% oven dry weight of soil).
 - d) Particle size analysis (soil texture).
- 3. Promptly submit written reports of each sample tested. Each report shall include:
 - a) Date issued.
 - b) Project title and Contractor name.
 - c) Testing laboratory name, address and telephone number, and name of laboratory inspector.

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- d) Date and time of sampling or test, with record of temperature and weather conditions.
 - e) Location of planting soil stockpile or off site source.
 - f) Type of test.
 - g) Results of tests and interpretation of test results.
 - h) Recommendations for soil additives, proportions, and methods for preparing top soil for optimum lawn and planting conditions.
- F. Certifications: Submit with certificate names of materials and manufacturer.
- 1. Ground Limestone.
 - 2. Composted Sewerage Sludge: Submit delivery slips.
- G. Schedule and Work Plan: Submit detailed schedule and Work plan in coordination with requirements of Sections 02930.

1.5 QUALITY ASSURANCE

- A. Testing shall be performed by a single laboratory.
- B. Installer: Perform work with personnel totally familiar with planting soil preparation and lawns and planting installation under the supervision of an experienced landscape foreman. Notify the County Engineer of the name and phone number of the foreman five (5) business days in advance of the first day of lawn construction.
- C. Arrange a preconstruction meeting between the County Engineer, General Contractor, and Landscape Sub-Contractor. Such meeting shall seek to review the soil testing and soil work schedule, phasing, review of specifications and construction procedures.

1.6 REGULATORY REQUIREMENTS

- A. Comply with all rules, regulations, laws and ordinances of local, state and federal authorities having jurisdiction. Provide labor, materials, equipment and services necessary to make Work comply with such requirements without additional cost to the County of Union.
- B. Investigate the conditions of public thoroughfares and roads as to availability, clearances, loads, limits,

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SOIL PREPARATION

restrictions, and other limitations affecting transportation to and ingress and egress at the site. Conform to all governmental regulations regarding the transportation of materials.

- C. Procure and pay for permits and licenses required for Work.

1.7 DELIVERY, STORAGE AND HANDLING

- A. All stockpiled planting soil. Provide temporary seeding and/or erosion control measures.
- B. Before planting soil is redistributed from planting soil stockpiles to areas to be seeded, or planted, re-handle and re-pile stockpiled planting soil to be spread in the following manner:
 - 1. Homogenize the planting soil to make a uniform mix, free of subsoil lenses and other irregularities.
 - 2. Aerate the planting soil to make a friable planting medium.
 - 3. Separate out all clay lumps, stones, sticks and other debris.

1.8 PROJECT CONDITIONS

- A. Environmental Requirements: Perform soil work only during suitable weather conditions. Do not disc, rototill or work soil when frozen, excessively wet, or in otherwise unsatisfactory condition.
- B. Existing Conditions
 - 1. Carefully examine the site before submitting a bid. Be informed as to the nature and location of the Work, general and local conditions including climate, adjacent properties and utilities, conformation of the ground, the nature of subsurface conditions, the character of equipment and facilities needed prior to and during execution of the Work.
 - 2. Should the Contractor, in the course of Work, find any discrepancies between Drawings and physical

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SOIL PREPARATION

conditions or any omissions or errors in Drawings, or in layout as shown on the plans, it will be his duty to inform the County Engineer immediately in writing for clarification. Work done after such discovery, unless authorized by County of Union, shall be done at the Contractor's risk.

1.9 SEQUENCING AND SCHEDULING

- A. Coordinate Work of this Section with Work of all other Sections of Specification.
- B. Coordinate earthwork, soil preparation and seeding work. Do not allow subgrade or planting soil to be exposed for longer than the time specified in Section 02090 without temporary, permanent cover, or other erosion control cover.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

- A. Area - All exterior ground within the limit of contract, except surfaces occupied by utilities, pads and structures, paving, mulched areas and areas indicated to be undisturbed, shall be planting soiled. Mix and install planting soil mixes as described herein.
- B. planting soil:
 - 1. All planting soil shall fulfill the requirements for new planting soil. Verify amount and quality of planting soil stockpiled and supply any additional as needed.
 - 2. The samples of planting soil shall be submitted by the Contractor to a private testing laboratory for testing and analysis. No planting soil shall be used until test results have been received by the County Engineer and any and all amendments have been made.
 - 3. Planting soil shall be free of subsoil, weeds, litter, sod, stiff clay, stones, lumps, roots and other debris larger than 1 inch and not contain toxic substances harmful to plant growth.
 - 4. Physical Analysis (Soil Texture):

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<u>QUANTITY</u>	<u>SIZE FRACTION</u>	<u>PARTICLE DIAMETER</u>
% Oven dry Wt.		(mm)
Less than 2%	Gravel	25
Less than 3%	Gravel	6-25
Less than 10%	Gravel	2-6
40-80%	Sand	.05-2.0
0-30%	Silt	.002-.05
*10-30%	Clay	.002

*If more than 50% of sand is larger than 0.5mm, clay can range 15-30%

Material outside these ranges is not suitable for use as planting soil.

5. Chemical Analysis:
 - a. Organic matter content (% oven dry weight of soil) - 4-6% minimum. When the organic content is less than 4-6 percent, it shall be increased by adding compost at a rate necessary to attain this minimum organic content.
 - b. Soil reaction (pH) - 5.8 to 7.0. When planting soil is $4.1 \leq \text{pH} \leq 5.8$, it shall be increased by applying ground limestone to attain a 6.5 pH value, prior to use.
 - c. Soluble salt content (Conductivity) Less than 0.25 mmhos/cm.
6. Nutrient Analysis: Have nutrient levels (nitrate nitrogen, phosphorous, potassium, magnesium, calcium, etc.) tested, and request testing laboratory recommendations for fertilizer requirements for lawn areas and planting areas if nutrient levels are below average. Correct nutrient deficiencies in planting areas during the maintenance period in the season following installation, not at time of installation.

2.2 SOIL AMENDMENT MATERIAL

A. Ground Limestone: Minimum of 88% of calcium and magnesium carbonates. Total of 100% passing the 10 mesh sieve; minimum of 90% passing the 20 mesh sieve; minimum of 60% passing the 100 mesh sieve.

B. Water: Potable, clean, fresh and free from harmful

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materials. Water shall be furnished by Sub-Contractor or if available by the Owner. All hoses and other irrigation equipment required for the Work shall be furnished by the Contractor.

- C. Plant Fertilizer: Complete fertilizer, recommended for plant types specified and a standard product complying with State and Federal Fertilizer Laws. Deliver fertilizer to the site in the original unopened containers bearing the manufacturer's name and guaranteed statement of analysis. At least 50% by weight of the nitrogen content of the fertilizer derived from organic materials. Percentages of nitrogen, phosphorus and potash shall be based on the planting soil test recommendations as approved by the County Engineer. For the purposes of bidding, assume the following proportions:

1. Nitrogen, 10 percent.
2. Phosphorus, 10 or as permitted by State Fertilizer Laws.
3. Potash, 10 percent.

- D. Dehydrated Cow Manure.

2.3 ORGANIC MATTER

- A. Composted Sewage Sludge
- B. Composted Leaf Mulch: Shredded leaf litter composted for a minimum of six months.

PART 3 EXECUTION

3.1 PLANTING SOIL MIXES

- A. All other planting areas (parking lot islands, sidewalk planters, medians, shrub beds):
1. Planting soil, 75 percent
 2. Leaf mulch, 15 percent
 3. Sand, 10 percent
 4. Dehydrated cow manure, 5 lbs. per cubic yard of mix.
 5. Verify pH by testing.
- B. Uniformly mix ingredients (soil, organic matter, and sand) by wind rowing/tilling on an approved hard surface area. Keep organic matter moist during mixing.

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3.2 PREPARATION OF SUBGRADE

- A. Prior to installing and spreading planting soil in planting areas and adjacent areas remove existing soil and excavate by hand to a depth of 24" from finished grade or the depth of rootball as directed. Verify elevations and complete whatever additional grading as necessary to bring the subgrade and grade to a true, smooth slope parallel to the finish grade for all areas to receive soil.
- B. Have subgrade inspected by the County of Union prior to placing planting soil. Contractor will request inspection at least one week in advance. Clean up subgrade and dispose of all debris and garbage prior to inspection.
- C. Spray all vegetation on subgrade with an emergent weed killer at a rate of application approved by the County of Union and government agencies with jurisdiction.
- D. After acceptance of subgrade, loosen subgrade by a depth of at least 6 inches to alleviate compaction and permit bonding of the planting soil to the subsoil, except within canopies of existing trees. Planting soil shall not be too wet resulting in smearing of the soil or too dry resulting in hard soil clods.

3.3 PLACING PLANTING SOIL IN TREE AREAS

- A. Place and spread planting soil over approved areas to a depth sufficiently greater than the depth required for so that after natural settlement and light tamping, the complete work will conform to the lines, grades and elevations indicated.
 - 1. Minimum required depth of planting soil in areas with tree planting: Depth of rootball or 24 inches as directed.
- B. Remove all large clods, lumps, brush, roots, stumps, litter, and other foreign material and stones over one (1) inch in diameter and dispose of legally off-site. Remove smaller stones in excess quantities as determined by the County of Union. Roll or tamp the whole surface with a water filled hand roller weighing approximately one hundred pounds per square foot of width. During the rolling fill all depressions caused

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by settlement with additional planting soil and then regrade and roll until the surface presents a smooth, even and uniform finish and is up to the required grade.

- C. Protect planting soiled areas from traffic after placement. If re-entry is necessary, lay wide boards down for vehicle tracks. Maintain soil surface and place any additional planting soil necessary to replace that eroded before acceptance tree planting areas.

3.4 PLANTING SOIL AMENDMENTS

- A. Applying Fertilizer: Apply commercial fertilizer and work thoroughly into the planting soil, within one week before sodding or seeding, at the rate of thirty-five (35) pounds per thousand square feet or at rate determined by soil test results. Harrow into the top two (2) inches of sod or seed bed.
- B. Applying Limestone: Apply limestone to bring the pH to range of 6.0 to 6.5, at rate determined by the soil test results.

3.5 DISPOSAL AND CLEANUP

- A. Legally dispose of off-site all refuse and debris from these operations. Do not dump or burn materials on site.
- B. Maintain the site in an orderly condition during the progress of the Work. Continuously and promptly remove excess waste materials; keep lawn areas, walks and roads clear. Store materials and equipment where directed. Promptly remove equipment, surplus materials and debris and trash resulting from operations under this Contract upon completion and prior to initial acceptance of Work.
Leave the site in a neat, order condition "broom clean".

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.

1.2 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

- 1. Indicate amounts of mix water to be withheld for later addition at Project site.

- C. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.
- C. Provide QC Inspection and Testing Services: A firm experienced in quality control testing for concrete construction.
1. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
 2. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- E. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
1. ACI 301, "Specification for Structural Concrete."
 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- B. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.

- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of the exposed concrete surface.
 - 2. Furnish ties that, when removed, will leave holes not larger than 1 inch in diameter in concrete surface.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615, Grade 60 , deformed.
- B. Plain-Steel Wire: ASTM A 82, galvanized.
- C. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

2.3 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete.

2.4 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I/II.
 - 1. Fly Ash: ASTM C 618, Class C or F.
- B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
 - 1. Class: Severe weathering region, but not less than 3S.
 - 2. Nominal Maximum Aggregate Size: 1-1/2 inches.
 - 3. Combined Aggregate Gradation: Well graded from coarsest

to finest with not more than 18 percent and not less than 8 percent retained on an individual sieve, except that less than 8 percent may be retained on coarsest sieve and on No. 50 sieve, and less than 8 percent may be retained on sieves finer than No. 50.

C. Water: Potable and complying with ASTM C 94.

2.5 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.

B. Air-Entraining Admixture: ASTM C 260.

C. Water-Reducing Admixture: ASTM C 494, Type A.

D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.

E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

2.6 VAPOR RETARDERS

A. Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils thick.

B. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

2.7 CURING MATERIALS

A. Clear, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.8 RELATED MATERIALS

A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

C. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces,

of class and grade to suit requirements, and as follows:

1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
2. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
3. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.9 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
 1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.
- C. Footings and Concrete Pads: Proportion normal-weight concrete mix as follows:
 1. Compressive Strength (28 Days): 3500 psi.
 2. Maximum Slump: 2 to 4 inches.
 3. Maximum Slump for Concrete Containing High-Range Water Reducing Admixture: 8 inches after admixture is added to concrete with 2- to 4-inch slump.
- D. Maximum Water-Cementitious Materials Ratio: 0.50.
- E. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus 1 or minus 1.5 percent, unless otherwise indicated:
 1. Air Content: 6 percent for 1-inch nominal maximum aggregate size.
- F. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- G. Admixtures: Use admixtures according to manufacturer's written instructions.
 1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

2.10 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
 - 1. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type

screeds.

- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Re-tighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor bolts, accurately located, to elevations required.
 - 2. Install reglets to receive top edge of foundation sheet waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete provided concrete is hard enough to not be damaged by form removal operations and provided curing and protection

operations are maintained.

- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Engineer.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire. Welded wire fabric shall be supported in position prior to placing concrete.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 2. Form from preformed galvanized steel, plastic keyway-

section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.

3. Locate joints for beams, slabs, joists, and girders in the middle third of spans.
4. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
5. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
6. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Engineer.
- C. Before placing concrete, water may be added at Project site, subject to limitations of ACI 301.
 1. Do not add water to concrete after adding high-range water-reducing admixtures to mix.
- D. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.
- E. Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.
 1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment

of reinforcement and other embedded items without causing mix constituents to segregate.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

G. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

H. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Sub-Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and sub-grade just

before placing concrete. Keep sub-grade moisture uniform without standing water, soft spots, or dry areas.

3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding ACI 347R limits for class of surface specified.
- B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

- A. General: Comply with recommendations in ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Broom Finish: Apply a broom finish to pump room floor, ramps, and elsewhere as indicated.
 - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom. Coordinate required final finish with Engineer before application.

3.9 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.
- B. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

3.10 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during

curing.

- B. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:
- C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
 - 2. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Re-coat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.11 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension in solid concrete but not less than 1 inch in depth. Make

edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Engineer.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4 inch clearance all around. Dampen concrete surfaces in contact with patching concrete and

apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to County Engineer's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to County Engineer's approval.

3.12 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.

- a. Cast and field cure one set of four standard cylinder specimens for each composite sample.
- 6. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens at 7 days and two at 28 days.
 - a. Test two field-cured specimens at 7 days and two at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.
- C. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- D. Strength of concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- E. Test results shall be reported in writing to County Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by County Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by County Engineer.

END OF SECTION

SECTION 16010
GENERAL PROVISIONS FOR ELECTRICAL WORK

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Provide labor, materials, tools, machinery, equipment, and services necessary to complete the Electrical Work under this Contract. All systems and equipment shall be complete in every aspect and all items of material, equipment and labor shall be provided for a fully operational system and ready for use. Coordinate the work with the work of other trades in order to resolve all conflicts without impeding the job progress.

- B. When an item of equipment is indicated on a floor plan and not shown on associated riser diagram or vice versa, the Contractor shall provide said item and all required buswork, conduit and wiring connections for a complete system as part of the Contract.

1.2 EXAMINATION OF SITE

- A. The Contractor shall be held to have examined the site and to have compared it with the Drawings and Specifications, and deemed to have been satisfied as to the conditions existing at the site, as relating to the actual conditions of the site at the time estimating the Work, the storage and handling of materials, and all other matters as may be incidental to the Work under the Contract, before bidding, and no allowance will subsequently be made to the Contractor by reason of any error due to the Contractor's neglect to comply with the requirements of this clause.

1.3 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract.

1.4 ELECTRICAL EQUIPMENT

- A. All electrical equipment shall be the latest of the current year in design, material and workmanship, and

shall be the type or model called for in these Specifications, and/or the drawings..

- B. If the type or model specified has been superseded by a later type or model, the latest shall be submitted for approval and shall be provided as part of the Contract.

1.5 **SUBMITTALS**

Provide as outlined in each individual section of these Specifications, including but not limited to:

- A. Product Data

Submit for review manufacturer's product data for equipment including capacity, performance charts, test data, materials, dimensions, weights, and installation instructions.

- B. Shop Drawings

Submit for review manufacturer's shop drawings indicating dimensions, weight loading, required clearances, location, and method of assembly of components.

Submittals are mandatory as noted in the respective specifications. Schedules, installation instructions, startup manuals, operation and maintenance manuals, and shop drawings are required to be submitted.

- C. Samples
- D. Special Warranty
- E. Quality Assurance submittals
- F. Operation and Maintenance Manuals
- G. Test results and certificates
- H. Manuals and certificates of the personnel training.

1.6 COORDINATION DRAWINGS

- A. Provide coordination and working drawings. Coordination and working drawings shall be completed and submitted so as not to delay the progress of the Project.

1.7 BUREAU OF ELECTRICAL CONTROL

- A. Drawings and Specifications:

1. It is the intent of these Specifications that all electrical work shall be done in strict accordance with the rules and regulations of the County of Union, the State of NJ, and with the latest version of NFPA National Electrical Code. Where the requirement of the Drawings or Specifications exceeds the requirements of the National Electrical Code, the requirements of the Drawings and Specifications shall be binding upon the Contractor, and vice versa.
2. Should the Engineer, the County of Union, NJ, the Borough of Scotch Plains, or the State of NJ inspect the work and issue a violation, the Contractor shall correct the work and eliminate the violation, as part of the Contract.

- B. Interpretation

1. The electrical work detailed in these Specifications and shown on Drawings shall be under the jurisdiction of the County, subject to approval.
2. The County shall be the sole source for interpretation of the Contract Documents. Any discrepancies or conflicts shall be brought to the attention of the County for clarification.

- C. Materials and Appliance:

1. All materials and appliances shall be approved by the County's representative and installed in accordance with the rules and regulations of the local Building Department.

1.8 WORK IN EXISTING BUILDING

A. Removals, Replacements, Adjustments

1. The Contractor shall remove, relocate, replace, adjust or adapt, all existing conduit, wiring and other electrical equipment or apparatus, as required, to provide a complete installation.
2. The Work shall include, providing all materials, all necessary extensions, connections, cutting, repairing, adapting and other Work incidental thereto, together with such temporary connections as may be required to maintain service pending the completion of the permanent Work. All Work shall be left in good working order and in a condition equal to the adjacent new or existing Work.

B. Care in Removing Existing Conductors

1. The Contractor shall use due care and diligence in removing existing conductors from existing conduits in order to prevent conductors from breaking and becoming an irretrievable obstruction within the conduits.

C. Cutting and Repairing

1. Whenever holes are cut in fire-rated walls or floor slabs in order to permit the installation of conduit or electrical equipment, these holes shall be repaired with material that will restore the fire rating of the wall or floor slab to its original condition.
2. The Contractor shall paint all repaired areas of the building. The paint shall match the paint of adjacent surface areas, or extend to the nearest architectural break-line, as directed.

3. Wherever any part of the structure is marred or damaged, the Contractor shall repair the damaged or marred areas of the structure.
4. Where a piece of electrical equipment is removed, the Contractor shall finish that part of the surface to match surroundings.

D. Damaged Apparatus

Should any damage, due to the execution of this Contract, occur to the furniture, fixtures, or any equipment or apparatus, such damage shall be properly repaired and/or replaced by the Contractor without charge.

E. Non-Interruption of Services

1. It is imperative that all existing services (electric, light, power, fire alarm, telecommunications, etc.) be kept in operation at all times, unless prior written approval is received from the County.
2. Provide fire watch services, as necessary, during disruption of fire alarm system.

1.9 TESTS

- A. The Contractor shall demonstrate to the County operation of all equipment and systems. All tests shall be completed to the satisfaction of the County. Each test shall be performed as indicated in the individual specification section, or as recommended by the manufacturer.

1.10 GUARANTEES, WARRANTIES, BONDS, AND MAINTENANCE CONTROL

- A. Refer to individual equipment specifications for warranty requirements.
1. Compile and assemble the warranties specified for Electrical work into a separated set of

documents, tabulated and indexed for easy reference.

2. Provide complete warranty information for each item to include product or equipment including duration of warranty or bond; and names, addresses, and telephone numbers and procedures for filing a claim and obtaining warranty services.
3. In addition to Contractors' warranties, Manufacturers' warranties shall also be provided for all Electrical equipment and accessories.
4. All warranties are to start from the date of Substantial Completion.

1.11 OPERATIONS, TRAINING, AND MAINTENANCE MANUALS

A. General

1. Provide SYSTEMS OPERATION AND MAINTENANCE MANUAL for procedures and requirements for preparation and submittal of operation and maintenance manuals of each equipment. Refer to individual equipment specifications for maintenance manual additional requirements. In addition, include the following information:
 2. Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.
 3. Manufacturers' printed operating procedures to include start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shut-down, and emergency instructions; and summer and winter operating instructions.
 4. Maintenance procedures for routine preventive maintenance and troubleshooting; disassembly, repair, and reassemble; aligning and adjusting instructions.

5. Servicing instructions and lubrication charts and schedules.
- B. Bind all the other Sections maintenance manuals in a single, final Operating and Maintenance Manual. SYSTEMS OPERATION AND MAINTENANCE MANUAL.

1.12 CLEANING

- A. Upon completion of the installation, inspect interior and exterior of installed equipment. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.
- B. Contractor shall not leave sharp exposed metal edges (bottom of threaded rods, electrical equipment supports, etc.) that could otherwise present safety hazards to the building's occupants/work staff.
- C. The contractor shall be responsible for the removal and disposal of the replaced equipment, and/or equipment, devices and materials designated to be removed.

END OF SECTION

ELECTRICAL IDENTIFICATION
SECTION 16075

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specifications, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Identification for raceway.
 - 2. Identification for conductors and control cable.
 - 3. Underground-line warning tape.
 - 4. Warning labels and signs.
 - 5. Instruction signs.
 - 6. Equipment identification labels.
 - 7. Miscellaneous identification.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.
- C. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and ANSI C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.145.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in the Contract Documents, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual, and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 RACEWAY AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Color for Printed Legend:
 - 1. Power Circuits: Black letters on an orange field.
 - 2. Legend: Indicate system or service and voltage.
- C. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather and chemical resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Snap-Around Labels: Slit, pre-tensioned, flexible, pre-printed, color-coded acrylic sleeves, with diameter sized to suit diameter of raceway or cable it identifies, and to stay in place by gripping action.
- E. Snap-Around, Color-Coding Bands: Slit, pre-tensioned, flexible, solid-colored acrylic sleeves, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

- F. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.

2.2 CONDUCTOR AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Color Coding Conductor Tape: Colored, self-adhesive vinyl tapes not less than 3 mils thick by 1 to 2 inches wide.
- B. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- C. Aluminum Wraparound Marker Labels: Cut from 0.014-inch thick aluminum sheet, with stamped, embossed, or scribed legend, and fitted with tabs and matching slots for permanently securing around wire or cable jacket or around groups of conductors.
- D. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking nylon tie fastener.
- E. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and polyester or nylon tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.3 UNDERGROUND LINE WARNING TAPE

- A. Description: Permanent, bright colored, continuous printed, polyethylene tape.
 - 1. Not less than 6 inches wide by 4 mils thick.
 - 2. Compounded for permanent direct burial service.
 - 3. Embedded continuous metallic strip or core.
 - 4. Printed legend shall indicate type of underground line.

2.4 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory printed, multicolor, pressure-sensitive adhesive labels, configured

for display on front cover, door, or other access to equipment, unless otherwise indicated.

- C. Baked Enamel Warning Signs: Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application. 1/4-inch grommets in corners for mounting. Nominal size, 7 by 10 inches.
- D. Metal Backed, Butyrate Warning Signs: Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for the application, with 1/4-inch grommets in corners for mounting. Nominal size, 10 by 14 inches.
- E. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.5 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. in. and 1/8 inch thick for larger sizes.
 - 1. Engraved legend with white letters on black face.
 - 2. Punched or drilled for mechanical fasteners.
 - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.6 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and ultraviolet-resistant seal for label.

- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- E. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Cable Ties: Fungus-inert, self-extinguishing, 1-piece, self-locking, Type 6/6 nylon cable ties.
 - 1. Minimum Width: 3/16 inch.
 - 2. Tensile Strength: 50 lb., minimum.
 - 3. Temperature Range: Minus 40 to plus 185 deg. F.
 - 4. Color: Black, except where used for color coding.
- B. Fasteners for Labels and Signs: Self-tapping, stainless steel screws or stainless steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Accessible Raceways and Metal Clad Cables, 600 V or Less for Service Feeder, and Branch Circuits More Than 20A: Identify with orange self-adhesive vinyl label or self-adhesive vinyl tape applied in bands.
- B. Accessible Raceways and Cables of Auxiliary Systems: Identify the following systems with color coded, self-adhesive vinyl tape applied in bands:
 - 1. Control Wiring: Green and red.
- C. Power Circuit Conductor Identification: For conductors No. 1/0 AWG and larger in vaults, pull and junction boxes, manholes, and handholes use color-coding conductor tape or

metal tags. Identify source and circuit number of each set of conductors. For single conductor cables, identify phase in addition to the above.

- D. Branch Circuit Conductor Identification: Where there are conductors for more than three branch circuits in same junction or pull box, use color-coding conductor tape or metal tags. Identify each ungrounded conductor according to source and circuit number.
- E. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source and circuit number.
- F. Auxiliary Electrical Systems Conductor Identification: Identify field installed alarm, control, signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and Operation and Maintenance Manual.
- G. Locations of Underground Lines: Identify with underground line warning tape for power, lighting, communication, and control wiring. Install underground-line warning tape for both direct buried cables and cables in raceway.
- H. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Comply with 29 CFR 1910.145 and apply self-adhesive warning labels or baked enamel warning signs. Identify system voltage with black letters on an orange background. Apply to exterior of door, cover, or other access.
 - 1. Equipment with Multiple Power or Control Sources: Apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
 - 2. Equipment Requiring Workspace Clearance According to NFPA 70: Unless otherwise indicated, apply to door or

cover of equipment but not on flush panelboards and similar equipment in finished spaces.

I. Instruction Signs:

1. Operating Instructions: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
2. Emergency Operating Instructions: Install instruction signs with white legend on a red background with minimum 3/8-inch high letters for emergency instructions at equipment used for power transfer.

J. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:

- a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on 1-1/2-inch high label; where 2 lines of text are required, use labels 2 inches high.
- b. Outdoor Equipment: Engraved, laminated acrylic or melamine label with Stenciled legend 4 inches high.
- c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.

2. Equipment to be Labeled:

- a. Panelboards, electrical cabinets, and enclosures.
- b. Access doors and panels for concealed electrical items.
- c. Electrical switchboards.

3.2 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach non-adhesive signs and plastic labels with screws and auxiliary hardware appropriate to the location and substrate.
- F. System Identification Color Banding for Raceways and Cables: Each color band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- G. Color-Coding for Phase and Voltage Identification, 600 V and Less: Use the colors listed below for service, feeder, and branch-circuit conductors.
 - 1. Color shall be factory applied or, for sizes larger than No. 10 AWG if authorities having jurisdiction permit, field applied.
 - 2. Colors for 208/120-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - 3. Colors for 480/277-V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.

4. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

- H. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.

- I. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.

END OF SECTION

SECTION 16120
WIRING SYSTEMS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

Install all conductors as required for the proper operation of the various systems specified. All connections shall be made complete, and all systems shall be energized and tested for proper operation.

1.2 QUALITY ASSURANCE

- A. Wire manufactured over one year prior to delivery to the site will not be accepted.
- B. Tapes for splices or termination shall be dated by the tape manufacturer to indicate that they have been manufactured no longer than six months prior to use in the Work of this Section.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Conductors shall be delivered at the site in original packages or on reels, and shall have the tag of the manufacturer attached thereto indicating: Contractor's name, Project title and number, date of manufacturing.
- B. Store materials in a clean, dry space and protect from weather.

1.4 SUPPLEMENTAL SUBMITTALS

- A. Submit a Product Schedule indicating the item description and manufacturer's name. The Schedule will be accepted by the County for record purposes only, provided that the items are in full compliance with the Specifications.
- B. Certificates

Provide affidavit stating that all items used are UL listed and meet the specifications.

- C. Submit field test results for wires and cables, including "Megger" readings with the method used.

PART 2 - PRODUCTS

2.1 WIRES AND CABLES

A. General

1. Conductors shall conform to A.S.T.M. and I.P.C.E.A. standards, and be UL listed and labeled.
2. Conductors shall have 600 volts insulation and shall be of soft-annealed-uncoated copper of 98% conductivity. Copper clad conductors are not acceptable.
1. All conductors shall have identifiable lettering on the insulator jacket as to voltage rating, wire type, A.W.G. size, insulation, and manufacturer I.D.

B. Wire Description

1. Type THHN/THWN: 75°C, THHN: 90°C shall have a thermo-plastic polyvinyl chloride insulation with nylon jacket for 600 volts, and shall comply with ASTM, IPCEA S-61-402 (latest edition) and NEMA WC5 (latest edition).

2.2 SPLICES AND TERMINATIONS

A. General

1. All materials for making splices and terminations shall be specifically designed for use with the type of wire, the cable insulation, the installation and the operating conditions of the specific application, and be UL listed.
2. Grounding conductors and bonding jumpers shall be connected by exothermic welding, approved pressure connectors, clamps, or other approved means.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prior to pulling wires and cable, clean raceway systems of all foreign matter and perform all operations necessary so as not to cause damage to wires and cables while pulling.

3.2 INSTALLATION

- A. General
 - 1. Use approved lubrication when installing cables in conduits and raceways. Any pulling compounds shall be compatible with the finish of the wires and cables furnished.
- B. Type THHN/THWN wire
 - 1. Feeder and Branch Circuits
 - 2. Remote-Control Signaling and Power-Limited Circuits: - Circuit Classes 1, 2 or 3 unless otherwise indicated.
- C. Identifications of Wires and Cables
 - 1. Each wire and cable shall be identified by its circuit in all cabinets, boxes, wireways and other enclosures and access locations, and at all terminal points.

3.3 FIELD TESTS

- A. Test all feeder cables installed under this Contract with a 1000-volt Mega-ohmmeter. Furnish the County's Representative with a copy of the "Megger" test report, together with an outline of the method used. Any cable not attaining the minimum reading established in the code shall be replaced.

3.4 COMMON NEUTRAL CONDUCTOR

- A. A common neutral may be used for 2 or 3 branch circuits where the circuits are indicated on the Drawings to be enclosed within the same raceway, provided each branch circuit is connected to different phase busses in the panelboard.
- B. Exceptions - The following circuits shall have a separate neutral:
 - 1. Circuits containing ground fault circuit interrupter devices.
 - 2. Circuits for computers, peripherals and related equipment.
 - 3. Circuits recommended by equipment manufacturers to have separate neutrals.

3.5 EQUIPMENT GROUNDING CONDUCTOR

Note that equipment-grounding conductors are not all shown on the Contract Drawings, but shall be provided as required by Code.

END OF SECTION

SECTION 16130
RACEWAYS, FITTINGS, SUPPORTING DEVICES, BOXES AND ACCESSORIES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Provide raceways, fittings, supporting devices, boxes and accessories required for a complete system and its proper operation.
- B. Coordinate layout and installation of raceways, boxes, enclosures, cabinets, and suspension system with other equipment.

1.2 SUPPLEMENTAL SUBMITTALS

- A. Submit a Product Schedule indicating the item description and manufacturer name. The Schedule will be accepted by the County for record purposes only, provided that the items are in full compliance with the Specifications.

- B. Certificates

Provide affidavit stating that all items used are UL listed and meet the specifications.

Provide conduit, bus duct, and wireway routing plan, drawn to scale, showing structural members, architectural features, HVAC and other existing items.

PART 2 - PRODUCTS

2.1 RACEWAYS AND WIREWAYS

- A. Rigid Galvanized Conduit (RGC)

Steel conduit, Schedule 40, hot dipped galvanized, with Underwriters' Laboratories label stamped on each length.

B. Flexible Metal Conduit (FMC)

Galvanized steel conduit, Underwriters' Laboratories (UL) listed.

C. Liquid-tight Flexible Metal Conduit (LTFMC)

Industry standard conduit, Underwriters' Laboratories (UL) listed.

D. Wireways shall be 14 gauge steel covers, and 10 gauge steel end flanges, with continuously welded seams. Cover latches shall permit access to wireway interior. Wireway shall be NEMA 12 construction.

2.2 SUPPORTING DEVICES

A. Hangers

1. Separate hangers shall be installed for supporting conduits. Wherever possible hangers shall be supported from concrete slab by inserts.
2. Hangers and piping installed by other trades, or existing, shall not be used for supporting electric conduits.

B. Individual and multiple pipe hangers and riser clamps including all parts and hardware shall be hot-dipped galvanized throughout. All U-bolts, clamps, attachments and hardware for hanger assembly and conduits shall be provided. Each multiple hanger shall be designed to support a load equal to or greater than the sum of the weights of the conduits, wires and hanger itself, plus 200 pounds.

C. Use pipe straps and specified method of attachment where conduit is installed in close proximity to surface of steel stud or masonry construction.

1. Use hangers secured to surface with specified method of attachment where conduit is suspended from the surfaces.

- D. Use "C" beam clamps and hangers where conduit is supported from steel beams.
- E. Use deck clamps and hangers to support conduits from steel decking having hanger tabs. One conduit per tab is permitted.
 - 1. Where conduit is supported from steel decking which does not have hanger tabs, use clamps and hangers secured to decking, utilizing specified method of attachment.
- F. Use channel support system supported from structural steel for multiple parallel conduit runs.
- G. Where conduits are installed above ceiling, do not rest conduit directly on runners bars, T-Bars, etc.
 - 1. Conduit Sizes 2-1/2" and Smaller: Support conduit from ceiling supports or from construction above ceiling.
 - 2. Conduit Sizes Over 2-1/2": Support conduit from beams, joist, or trusses above ceiling.
- H. Conduits shall be supported within three (3) feet of any kind of fitting and at every outlet or junction box, panel, etc. This shall apply to both horizontal and vertical runs.

2.3 BOXES AND ENCLOSURES

- A. The Contractor shall provide outlet boxes and enclosures appropriate for the purpose at all locations where the Drawings require the installation of electrical devices or electrical equipment. For exposed conduit systems, the contractor shall use cast outlet boxes in all locations below 8'-0" with number of threaded hubs equal to the number of conduits.
- B. Where the Contractor selects and installs an item of equipment that requires additional boxes, fittings, etc., or a modification of the conduit system indicated on the Drawings, such additional boxes, fittings, etc. shall be furnished and installed and

such modifications shall be performed by the Contractor as part of this Contract, without extra compensation from the County.

2.4 FITTINGS AND ACCESSORIES

- A. All fittings and accessories must be UL listed and compatible with selected raceways and suitable for use location.

2.5 CONDUIT AND WIREWAY SIZES

- A. Where conduit is required to be installed, its nominal diameter shall be not less than 3/4 inch.
- A. For conduit placed in metal deck slabs, the maximum size is 1".
- B. For conduit placed in formed slabs, the maximum size is 3/4", for 4" slabs, and 1" for slabs greater than 4".
- C. Wireways shall be sized based on the total number of conductors and fill permitted by the NEC and NJ codes having jurisdiction

2.6 SLEEVES FOR CONDUIT

- A. Provide sleeves, Schedule 40, galvanized steel, for all electrical conduits and wiring passing through foundation, floors, roofs, beams. Provide as specified herein:
 - 1. Sleeves passing through fire-rated walls, floors, roofs, ceilings, and other areas where indicated: the space between sleeve and conduit shall be "firestopped" to comply with fire-rating of assembly through which it passes.

PART 3 - EXECUTION

3.01 RACEWAYS SCHEDULE

A. Rigid Galvanized Steel Conduit (RGC)

Provide RGC as follows:

1. All conduits including those buried in concrete slabs or in the ground. Where conduit is in contact with gravel or earth, conduit shall have a bitumastic coating.
2. Elbows and stub ups through floor slabs from underground raceways.
3. All outdoor raceways.

B. Flexible Metal Conduit (FMC)

1. Provide FMC for final conduit connection to:
 - a. Equipment subject to vibration (dry locations).
 - b. Equipment requiring flexible connections for adjustment or alignment (dry locations).
2. In all cases, install equipment-grounding conductor in the flexible raceway and bond at each box or equipment to which flex is connected.
3. Grounding conductors are not all that are required shown on the Drawings.

C. Liquid-tight Flexible Metal Conduit (LFMC)

Provide LFMC for final conduit connection to:

1. Equipment requiring flexible connection for adjustment or alignment in damp and wet locations

D. Wireways.

Provide wireways as shown on the drawings, specified, and as required.

3.2 RACEWAY AND WIREWAY INSTALLATION

A. General

1. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot water pipes. Install horizontal raceway and wireway runs above water and steam piping.
2. All raceway systems shall be mechanically and electrically continuous.
3. The ends of all conduit shall be square, carefully reamed out to full size, shouldered in the fittings, and bushed or capped wherever stubbed clear of the building.
4. Not more than four (4) 90 degree "ells" or bends or the equivalent shall be used in any single run of conduit. Where more bends are necessary, provide suitable code size pull boxes or fittings. Pull boxes shall be installed in accessible locations.
5. Conduit installed shall not obstruct any removable panel, access door, or control.
6. Complete raceway installation before starting conductor installation.
7. Terminations:
 - a. Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box.

- b. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box, and tighten chase nipple so no threads are exposed.
8. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.

B. Exposed conduits

Exposed conduits shall be rigidly fastened to structure, or to rigid hangers or angle irons connected to structure at intervals not exceeding eight feet. Where the conduits or surface metal raceways are installed exposed, they shall follow the architectural lines of the enclosure and shall be run as to be as inconspicuous as possible. Conduits or surface metal raceways shall not be installed diagonally on ceilings, walls or columns.

END OF SECTION

SECTION 16140

UNDERGROUND DUCT BANK

PART 1 - GENERAL

1.1 SECTION INCLUDES

All material, equipment, fabrication, and installation, as required for the following:

1. Underground Conduit and Duct System
2. Underground Conduit Accessories

1.2 RELATED DOCUMENTATION

- A. All site work sections of Specifications
- B. Electrical Distribution Drawings

1.3 SUBMITTALS

A. Provide catalog cuts, brochures, circulars, specifications, product data, and printed information in sufficient detail and scope to verify compliance with the requirements for underground conduit and accessories as shown on the drawings. Specifically provide information on prefabricated, interlocking, plastic duct spacers and caps.

B. As-Built Drawings: The as-built drawings shall be a record of the Work as it is actually field installed by CONTRACTOR. The drawings shall include all the information as shown on the Project Drawings, as well as approved modifications. Drawings shall define routing of duct lines and provide references to fixed

landmarks. "As-builts" shall indicate the stacking configuration of the individual conduit, along each particular section of duct line as installed between units. CONTRACTOR shall submit one full sized set of marked up prints fully detailing the final as-built conditions.

PART 2 - PRODUCTS

2.1 STANDARD PRODUCTS

Material and equipment shall be the standard product of a manufacturer regularly engaged in the manufacturing of the products to be used, that have been in satisfactory use for at least two years prior to bid opening date. Items of the same classification shall be identical in detail and composition.

2.2 CONDUIT AND DUCTLINES

- A. Metallic Conduit: Rigid galvanized steel conduit shall comply with UL 6 and ANSI C80.1. Metallic conduit fitting shall comply with UL514A and NEMA FB1.

- B. Concrete Encased Conduits: Concrete encased conduit shall be Schedule 40 PVC and comply with UL 651 Schedule 40. The conduit size and quantity shall be as indicated on the Drawings. Conduit shall be straight and true and shall be furnished in a minimum length of 10 feet. A cross section taken at any point perpendicular to the conduit shall not vary more than 1/8 inch from a true circle.

- C. Conduit couplings, adapters, bends, caps, etc., shall be products of the conduit manufacturer and shall be secured to the conduit with an adhesive

recommended and approved by the manufacturer. Solvent cement and fittings for PVC shall be furnished by the same manufacturer.

2.3 ACCESSORIES

- A. End Bells: Provide plastic end bells as required to provide a smooth and rounded surface at cut edges of the conduit to prevent damage to the cable during installation and normal movement. End bells shall be compatible with the type conduit and as recommended by the conduit manufacturer.

- B. Duct Spacers: Provide non-metallic, prefabricated, interlocking, plastic duct spacers as manufactured by S-P Products, Underground Devices, or approved equal.

- C. Conduit Sealing Compound: Compounds for sealing conduit shall be compatible with the insulation of the cable as recommended by the cable manufacturer. The compound shall adhere to plastic conduit, metallic conduit, concrete, masonry, cable sheaths, jackets, covers, etc. Compounds shall provide a moisture resistant seal.

2.4 CONCRETE

All concrete used for conduit encasement shall meet all project requirements of Section 03303 and shall be consolidated in accordance with ACI 309R-87.

PART 3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

Equipment, material, and devices shall be installed in accordance with the manufacturer's published instruction and the requirements of the Contract Documents. It includes excavation, trenching, and backfilling shall conform to the project requirements.

A. Conformance to Codes: The installation shall comply with the requirements of NFPA 70, National Electrical Code, ANSI C2, and IEEE Standards.

B. Verification of Dimensions: The CONTRACTOR shall become familiar with the details of the Work, shall verify dimensions in the field, and shall advise the county of any discrepancy before performing the Work. Verify that required trenching has been completed and trenches are clear of obstacles and ready for duct installation.

3.2 CONDUIT DUCT LINES

A. Requirements: Number and size of conduit in ductlines shall be as indicated on the drawings. Ductlines shall be laid with a minimum slope of 4 inches per 100 feet. Depending on the contour of the finished grade, the high point may be at a terminal. Pockets or traps where moisture may accumulate shall be avoided. Short-radius manufactured 90-degree conduit elbows must be rigid metal conduit and may only be used for equipment risers, unless specifically indicated as acceptable or otherwise approved by the County. The minimum manufactured bend radius shall be 36 inches for conduit

3 inches or greater in diameter. Otherwise, long-sweep bends having a minimum radius of curvature of 60 inches shall be used for a change of direction of more than 10 degrees either horizontally or vertically. Both curved sections and straight sections may be used to form long sweep bends, but the maximum curve used shall be 30 degrees and manufactured bends shall be used. Natural bending of conduits during installation is permitted; however, heat assisted bending is not authorized. Ducts shall be provided with end bells whenever ductlines terminate.

B. Spare Conduit: The CONTRACTOR shall provide and install pull lines in all spare conduits. The polyethylene pull string "poly-line" shall have a minimum 200 lb. breaking strength. Spare conduit shall have the pull strings secured and the end sealed with a non-permanent and removable sealing compound and end cap.

C. Preparation: Conduit shall be kept clean of concrete, dirt, or foreign substances during construction. Field cuts requiring tapers shall be made with proper tools and match factory tapers. The cut end of each conduit shall be reamed smooth. Field-cut conduit shall be joined with double-ended couplings designed for that purpose. A coupling recommended by the conduit manufacturer shall be used whenever an existing conduit is connected to a duct of different material or shape. Conduit shall be stored to avoid warping and deterioration with ends sufficiently plugged to prevent entry of water or any foreign substance. Conduit shall be inspected for cleanliness prior to being laid in the trench. Conduit shall be free of cracks and chipped ends. Plastic conduit shall be stored on a flat surface and shall be protected from direct sunlight.

- D. Configuration Adjustment: When changes in configuration and formation of conduit within a ductline are necessary, the transition shall be accomplished in as straight an alignment as possible, maintaining continuous support under the conduits.
- E. Non-encased Direct-Burial Ductlines (**Only used if approved by the County**): Top of ductline shall be not less than 42 inches below surface of the ground and shall be installed with a minimum of 3 inches of suitable 3/4 inch gravel fill around each conduit, except that between adjacent electric power and communication ducts, 12 inches of earth is required. Bottom of trench shall be graded towards the handhole and shall be smooth and free of stones, soft spots, and sharp objects. Where bottom of trench comprises material other than sand, a 3-inch layer of sand shall be laid first. Joints in adjacent tiers of conduit shall be vertically staggered at least 6 inches. The first 15-inch layer of backfill cover shall be 3/4 inch clean gravel compacted as previously specified. The rest of the excavation shall be backfilled.
- F. Concrete Encased Ductline: Top of ductline concrete shall be not less than 30 inches below surface of the ground. **If 30 inches of cover is not possible because of existing underground facilities, continuous rock formations, or other barriers then the concrete encased ductline may be installed at the minimum burial depth allowed by the National Electric Code and/or as approved by the County, but no case shall the cover on top of the concrete be less than 18 inches.** All conduit shall be encased and shall have all openings sealed, plugged, or capped before the concrete is poured. Each single conduit requiring concrete encasement shall be completely encased in concrete with a minimum of 3 inches of concrete on all sides. Ductline encasements shall be steel-reinforced monolithic pours. The walls of the trench may be used to form the sidewalls of the

pour provided the soil is stable. Where a pour is made adjacent to a previously poured encasement, the new encasement shall be well bonded or doweled to the existing encasement. At any point along the route the tops and sides of the concrete encasement shall be not less than 6 inches of concrete and the minimum cover shall be not less than that indicated on the Project Drawings, but in no case less than that which is required by NFPA 70. Spacers of the size and quantity as recommended by the duct manufacturer shall be placed no less than 6 feet on centers. Conduit shall be securely anchored at a minimum of 5 foot intervals to prevent movement during placement of concrete and joints. Spacers shall be staggered a minimum of 6 inches vertically. All ductlines shall be reinforced with continuous #6 reinforcing bars running longitudinally along the trench and secured at each corner of the ductline. Do not install reinforcing steel or other ferrous metal between individual conduit. Do not place concrete encasement prior to inspection and approval of duct installation by the County Project Representative.

- G. Joining of Plastic Conduit: Joints in each type of conduit shall be made in accordance with the conduit manufacturer's recommendations for the particular type of conduit and coupling being utilized. An adhesive approved by the conduit manufacturer shall be applied in accordance with the manufacturer's recommended joining procedure. Joints shall be staggered a minimum of 6 inches.

- H. Dig-in Warning Tape: CONTRACTOR shall install warning tape bedded in backfill material 18 inches above the top of the ductline and running continuously along the route of the underground distribution lines.

I. Conduit Cleaning: Conduit shall be cleaned with an assembly that consists of a flexible mandrel that is 1/4 inch less than the size of the conduit, two wire brushes, and a rag. The cleaning assembly shall be pulled through the conduit a minimum of two times (once in each direction) or until all dirt and debris is sufficiently removed. Once cleaning is complete the CONTRACTOR shall pull mandrel, 1/2 inch smaller than the size of the conduit through each individual conduit. The County's Project Representative shall be present for this test. Any obstructed or damaged conduit shall be cut out and replaced.

END OF SECTION

SECTION 16415
AUTOMATIC TRANSFER SWITCHES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including all General and Supplementary Conditions.

1.2 SUMMARY

This Section includes providing two automatic transfer switches rated 600V respectively. Sizes and arrangement will be as shown on the drawings. Automatic Transfer switches shall be furnished in individual enclosures suitable for outdoor use.

1. It is the intent of these specifications to ensure the automatic transfer switches have been prototype tested, factory built, production-tested, and site-tested together with all accessories necessary for a complete installation as shown on the drawings and specified herein.
2. Any exceptions to the published specifications shall be subject to the approval of the county engineer, and must be submitted a minimum of 10 days prior to the closing of the bid with a line by line summary description of all the items of compliance, any items that have been are omitted or have been taken exception to, and a complete description of all deviations.
3. It is the intent of this specification to secure two (2) automatic transfer switches that have been tested during design verification, and in production. The automatic transfer switches will also be a commercial design and will be complete with all of the necessary accessories for complete installation as shown on the plans, drawings, and specifications herein. The equipment supplied shall meet the requirements of the National Electrical Code and applicable local codes and regulations.

1.3 SUBMITTALS

- A. Product Data: Include rated capacities, operating characteristics, furnished specialties, and accessories. The submittal shall include specification sheets showing all standard and optional accessories to be supplied; power wiring diagrams, dimension drawings, and interconnection diagrams identifying by terminal number, each required interconnection between the engine generator set, the main existing switchgear, automatic transfer switches, loads, control wiring, and the annunciator panel.
- B. Shop Drawings:
1. Dimensioned plans, sections, and elevations showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.
 2. Wiring Diagrams: Single line diagram, and additional information showing connections between transfer switch, bypass/isolation devices, power sources, loads, and interlocking provisions.
- C. Manufacturer's Seismic Qualification Certification: Submit certification that each transfer switch, accessories, and components will withstand seismic forces, including the following:
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event".

2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. Qualification Data: For manufacturer and testing agency.
- E. Field quality-control test reports.
- F. Operation and Maintenance Data: Include emergency operation, and maintenance manuals. In addition, include the following:
1. Features and operating sequences, both automatic and manual.
 2. List of all factory settings of relays; provide relay-setting and calibration instructions, including software, where applicable.

1.4 **QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Maintain a service center capable of providing training, parts, and emergency maintenance repairs within a response period of less than four (4) hours from time of notification. The automatic transfer switch shall conform to the requirements of the following codes and standards:
- a. UL 1008 - Standard for Transfer Switch Equipment
 - b. IEC 947-6-1 Low-voltage Switchgear and Control gear; Multifunction equipment; Automatic Transfer Switching Equipment EN55011, Limits and Methods of Measurement of Radio Interference Characteristics of Industrial, Scientific and Medical Equipment.
 - c. NFPA 70 - National Electrical Code

- d. NFPA 99 - Essential Electrical Systems for Health Care Facilities
 - e. NFPA 110 - Emergency and Standby Power Systems
 - f. IEEE Standard 446 - IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
 - g. NEMA Standard ICS 10-2005, Electromechanical AC Transfer Switch Equipment.
 - h. EN61000-4-4 Fast Transient Immunity Severity Level 4
 - i. EN61000-4-5 Surge Immunity Class 4 (voltage sensing and programmable inputs only)
 - j. IEEE 472 (ANSI C37.90A) Ring Wave Test
 - k. IEC Specifications for EMI/EMC Immunity (CISPR 11, IEC 1000-4-2, IEC 1000-4-3, IEC 1000-4-4, IEC 1000-4-5, IEC 1000-4-6, IEC 1000-4-8, IEC 1000-4-11)l. CSA C22.2 No. 178 certification
- B. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, for emergency service under UL 1008, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Comply with NEMA ICS 1.
- E. Comply with NFPA 70.
- F. Comply with NFPA 99.

G. Comply with NFPA 110.

H. Comply with UL 1008 unless requirements of these Specifications are stricter. UL listed.

1.5 **WARRANTY**

A. Special Warranty

1. Full material and labor warranty, including all diagnostic services, in which Contractor shall repair or replace Components of each Automatic Transfer Switch that fail in materials, labor, and workmanship for a period of five (5) years from date of final acceptance.
2. Manufacturer's disclaimers and limitations on warranties do not relieve Contractor of the special warranty obligations, and requirements stipulated above.

PART 2 - PRODUCTS

2.1 **MANUFACTURERS**

A. Equipment:

1. Furnish and install two (2) automatic transfer switches with 3-Pole / 4-Wire, Solid Neutral, rated 1600 Amps, 480V/60Hz, and 70 Amps, 480V/60Hz, to operate at 480V/60Hz. Each automatic transfer switch shall consist of a double throw power transfer switch mechanism and a microprocessor controller to provide automatic operation. Both transfer switches and individual controllers shall be identical, and the products of the same manufacturer.

B. Manufacturers: Subject to compliance with project requirements, manufacturers offering products that may be incorporated into the Work include the following:

- a. Emerson; ASCO Power Technologies, LP.

- b. Kohler Co.; Generator Division.
- c. Russelectric, Inc.

2.2 **AUTOMATIC TRANSFER SWITCHES**

A. Enclosures

- 1. Each Automatic Transfer Switch shall be furnished in a NEMA 3R, reinforced steel enclosure, suitable for outdoor installation.

B. Furnish and install the two automatic transfer switches as shown on Drawings and as specified herein.

1. Each automatic transfer switch shall be suitable for transferring all connected loads and shall be rated for all classes of load. They shall be mechanically held, electrically operated type, and rated for continuous duty in an unventilated, free standing, outdoor, sheet metal enclosure. Each switch shall be double throw, operated by a single operator mechanism momentarily energized, and interlocked mechanically and electrically. The failure of any coil or disarrangement of any part shall not permit a sustained neutral position. The switches shall be positively locked mechanically on one source or the other without the use of hooks, latches, semi-permanent magnets or springs. Operating power for transfer shall be obtained from the source to which the load is being transferred.

2. Each automatic transfer switch shall be mounted in a NEMA 3R, outdoor enclosure. Switches and accessory devices shall be 1600 and 70 ampere rating as shown on the drawings, rated 600 volts, for operation at 480/277 volts, 3-phase, 4-wire, 3-pole, 60HZ application. Each switch shall be furnished with an in-phase monitor.

3. The control module shall be supplied with a protective cover and be mounted separately from the transfer switch for ease of maintenance. Sensing and control logic shall be solid-state and mounted on plug-in printed circuit boards. Printed circuit boards shall be keyed to prevent incorrect installation. Interfacing relays shall be industrial control grade, plug-in type with dust covers and locking clips.
4. The main contacts shall be silver surfaced, protected by replaceable arcing contacts. All switch and relay contacts, coils, and control elements shall be readily accessible for inspection and removal from the front of the switches, without removal of the switch panels from the enclosures, without major disassembly of associated parts and without removal or disconnecting of main feeders. All relays shall be continuous duty industrial control type with minimum contact rating of 10 amperes.
5. The switches shall automatically transfer the load from the normal power source to the emergency source when any phase of the normal drops below 85%, and shall automatically retransfer the load circuits to the normal source when all phases are restored to 90% or more of rated voltage. Transfer to emergency source shall not occur until emergency voltage is 90% of normal, and frequency is 57 Hz or higher. The automatic transfer switches shall be rated to withstand the rms symmetrical short circuit current available at the automatic transfer switch terminals. Verification of available short circuit currents is required.
6. The two (2) switches, each, shall be furnished with factory wired components in a NEMA, UL approved enclosure with lock, suitable, for outdoor floor mounting and with exterior and interior finishes according to the manufacturer's standards. The switch shall include the following basic control functions:

- a. Full phase sensing of normal with adjustable setting. Factory set to drop out at 85% and picking up at 90%.
- b. Adjustable time delay of 1/2 to 6 seconds on engine start to override momentary voltage dips.
- c. Engine starting contacts to close after the 1/2 to 6 second delay specified above.
- d. Switch shall include a time delay to ignore momentary outages. It shall delay closing of the engine start contacts for a fixed time of 3 seconds.
- e. Adjustable time delay on transfer to emergency, 6-60 seconds.
- f. Voltage-frequency sensitive relay to lock-out transfer from normal to emergency source until the emergency generator output is up to 90% of voltage and 57 Hz adjustable.
- g. Gold plated contacts rated 10 Amps, 32 Volts DC which close when the normal source fails shall be provided to initiate engine starting.
- h. Adjustable time delay of 1 to 30 minutes on retransfer of load from emergency to normal source after restoration of normal power with adjustable unloaded generator running time of 0-5 minutes. The time delay shall be automatically bypassed if the emergency source fails and the normal source is available.
- i. Test switch to simulate normal power failure, momentary type.
- j. Auxiliary contacts on main shaft or operator 1-NO and 1-NC.

- k. Automatic Exerciser with load/no load selector.
- l. Switch position indicator lights, normal and emergency.
- C. Provide any additional control function accessories as required, and/or listed in these Specifications.
- D. Certified test data shall be furnished by the manufacturer, prepared by a nationally recognized testing laboratory acceptable to the County showing conformance for the following switching abilities:
 - 1. Overload and endurance at 208 volts AC in accordance with UL 1008.
 - 2. Temperature rise tests after the overload and endurance tests to confirm the ability of each transfer switch to carry their rated current within allowable temperature limits of insulation in contact with current carrying parts.
 - 3. Withstand current values as covered in the individual switch Specifications as shown on the Drawings, and per UL-1008.
 - 4. Dielectric test at 1960 volts AC minimum after they withstand current test.
 - 5. Capability of the transfer switch to operate by normal operating means after they withstand current test.
 - 6. No welding of contacts. Automatic Transfer switches must be operable to alternate source after they withstand current tests.
 - 7. All production units shall be subjected to the following factory tests:

- a. Each complete automatic transfer switch shall be tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency, and time delay settings are in compliance with Specifications requirements.
 - b. Each complete automatic transfer switch shall be subjected to a dielectric strength test per NEMA Standard ICS 1-109.05.
- G. Each Automatic Transfer Switch shall be furnished with:
1. In-phase monitor.
 2. Neutral plate with lugs, fully rated.
- H. Each Automatic Transfer Switch shall be furnished with an Exerciser to operate emergency plant under load every 163 hours for a period adjustable in 15 minute intervals from a minimum period of 20 minutes.
- I. The submission data for each automatic transfer switch shall include all test reports and data required herein.
- J. Certification
1. The manufacturer shall provide a letter certifying compliance with all requirements of each automatic transfer switch Specifications. The certification shall identify equipment by serial number and shall include no exceptions to the Specifications except those stipulated with the Submittal.
 2. Submittal, Operator's Manual, and Warranty:
 - a. Submittal shall include Specification Sheet showing all standard and optional accessories to

be supplied; wiring diagrams, dimension Drawings, and interconnection diagrams, identifying by terminal number each required interconnection between the engine generator set, the existing switchgear and the two(2) automatic transfer switches.

- b. The generator and the two(2) automatic transfer switches shall be provided with three operator's manuals, providing installation, and operating instructions.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Floor Mounted Switch (1600A): Anchor to concrete pad by bolting. Suitable to withstand 90 miles per hour wind.

- 1. Concrete Bases: 4 inches high, reinforced, with chamfered edges. Extend base no more than 2 inches in all directions beyond the maximum dimensions of switch enclosure. Cast anchor-bolt inserts into bases.

- B. Identify all components.

3.3 WIRING TO REMOTE COMPONENTS

- A. Match type and number of cables and conductors to controls and signal and requirements of each transfer switch, as recommended by manufacturer.

3.4 CONNECTIONS

- A. Ground all equipment.
- B. Connect all wiring.
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory authorized service representative to inspect, test, and adjust field assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.
- B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- c. Perform the following field tests and inspections and prepare test reports:
 - 1. After installing equipment and after electrical circuitry has been energized, test for compliance with all requirements.
 - 2. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.22.3. Certify compliance with test parameters.
 - 3. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.
 - a. Check for electrical continuity of circuits and for short circuits.
 - b. Inspect for physical damage, proper installation, connections, and integrity of barriers, covers, and safety features.
 - c. Verify that manual transfer warnings are properly placed.
 - d. Perform manual transfer operation.
 - 4. After energizing circuits, demonstrate interlocking sequence and operational function of switches at least three times.

- a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
 - b. Simulate loss of phase-to-ground voltage for each phase of normal source.
 - c. Verify time-delay settings.
 - d. Verify pickup and dropout voltages by data readout or inspection of control settings.
 - e. Test bypass/isolation unit functional modes and related automatic transfer-switch operations.
 - f. Perform contact-resistance test across main contacts and correct values exceeding 500 micro ohms and values for 1 pole deviating by more than 50 percent from other poles.
 - g. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool down and shutdown.
5. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from both sources.
- a. Verify grounding connections, locations and ratings of sensors.
 - b. Observe reaction of circuit-interrupting devices when simulated fault current is applied at sensors.
- E. Coordinate tests with tests of generator and run them concurrently.
- F. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- G. Remove and replace malfunctioning units and reset as specified above.

3.6 **DEMONSTRATION**

A. Engage a factory-authorized representative to train Owner's maintenance personnel to adjust, operate and maintain transfer switches and related equipment.

1. Coordinate this training with that for the generator equipment.

END OF SECTION

SECTION 16450
GROUNDING AND BONDING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The Contractor shall provide complete grounding of all electrical equipment installed.

1.2 SUBMITTALS

- A. Grounding Bus Bar installation and connections; including a drawing showing grounding system in its entirety, ground rods, wire sizes and routing, and terminations
- B. Field Test Reports: Submit written test reports to include the following:
 - 1. Test procedures used.
 - 2. Test results that comply with Code requirements.

PART 2 - PRODUCT

2.1 GROUNDING BUS BAR

- A. Main Grounding Bus Bar
 - 1. Bare, annealed copper bar 3" x 1/4" with insulated spacers. Wall mounted in proximity of the supply side of the main metal water pipe. Provide with solderless lugs.
 - 2. Ground clamp on the main water pipe is to be listed for the application and compatible with the water pipe material, so as to prevent corrosion.
 - 3. Conductor connecting bus bar to the main water pipe to be sized and installed as per the electrical code.
 - 4. Grounding conductors' conduits to be connected to the grounding bus as per the national electrical code.

2.2 GROUNDING ELECTRODES

- A. Underground metal water piping.
- B. Building metal frame.
- C. Ground Rods: Copper clad steel.

2.3 GROUNDING CONDUCTORS

- A. Copper conductors, bare or insulated with THWN or THHN insulation.
- B. Equipment Grounding Conductors: Insulated with green-colored insulation.
- C. Grounding Electrode Conductors: Stranded cable.
- D. Underground Conductors: Stranded cable.
- E. Bare Copper Conductors: Comply with the following:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Assembly of Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
- F. Copper Bonding Conductors: As follows:
 - 1. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG copper conductor, 1/4 inch in diameter.
 - 2. Bonding Conductor: No. 4 or No. 6 AWG, stranded copper conductor.
 - 3. Bonding Jumper: Bare copper tape, braided bare copper conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

4. Tinned Bonding Jumper: Tinned-copper tape, braided copper conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.4 CONNECTOR PRODUCTS

- A. Comply with IEEE 837 and UL 467. Listed for use for specific types, sizes, and combinations of conductors and connected items.
- B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.
- C. Welded Connectors: Exothermic-welded type, in kit form, and selected per manufacturer's written instructions.
- D. All terminal lugs and bolts shall be 98% silicon bronze copper.

PART 3 - EXECUTION

3.1 APPLICATION

- A. In raceways, use insulated equipment grounding conductors.
- B. Exothermic-welded Connections: Use for connections to structural steel and for underground connections.
- C. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.
- D. Ground Rod Clamps at Test wells: Use bolted pressure clamps with at least two bolts.
- E. Underground Grounding Conductors: Use copper conductor, No. 2/0 AWG minimum.

3.2 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations.

3.3 CONNECTIONS

- A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
 - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
 - 3. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- B. Exothermic-Welded Connections: Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.
- C. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure type connectors.
- D. Non-contact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing.

Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.

- E. Connections at Test Wells: Use compression-type connectors or conductors and make bolted and clamped type connections between conductors and ground rods.
- F. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A [and UL 486B].
- G. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.
- H. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.4 **TESTING**

- A. Testing:
 - 1. After installing grounding system but before permanent electrical circuitry has been energized, test for compliance with requirements.
 - 2. Test completed grounding system at each location, at service disconnect enclosure grounding terminal, and at ground test wells. Measure ground resistance not less than two full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and

without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests, by the fall-of-potential method according to IEEE 81.

3. Provide drawings locating grounding electrodes, identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
 - a. Equipment Rated 250 kVA and less: 10 ohms.

END OF SECTION

SECTION 16455
ENCLOSED BUS ASSEMBLIES

PART 1. GENERAL

1.1 SCOPE

- A. Provide complete bus assemblies as shown on the drawings and as required for a complete working electrical distribution installation. The work shall meet all requirements of these specifications and all applicable codes.
- B. Drawings and provisions of the Specification Sections, apply to this Section.
- C. This section includes the following:
 - 1. Feeder-bus assemblies.
 - 2. Plug-in bus assemblies.
 - 3. Bus plug-in devices

1.2 SUBMITTALS

- A. Product Data: Include technical descriptions, dimensions, rated capacities, weights, finishes, and accessories.
- B. Shop Drawings: For each type of bus assembly and plug-in device.
 - 1 Show fabrication and installation details for enclosed bus assemblies. Include plans, elevations, and sections of components. Designate components and accessories, including clamps, brackets, hanger rods, connectors, fire stops, weather stops, straight lengths, and fittings.
 - 2 Indicate required clearances, method of field assembly, mounting, and location and size of each field connection.

3. Detail connections to wires, switchboards and panelboards.
4. Wiring Diagrams.
5. Quality-control test reports.
6. Operation and Maintenance Data: For enclosed bus assemblies include emergency troubleshooting, operation, and maintenance manuals.

1.3 QUALITY ASSURANCE

- A. Source Limitations: Obtain all enclosed bus assemblies and plug-in devices through one source, from a single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NEMA BU 1, "Busways."
- D. Comply with NFPA 70.

1.4 DELIVERY, STORAGE, AND HANDLING

Deliver, store, and handle enclosed bus assemblies according to NEMA BU 1.1, "General Instructions for Proper Handling, Installation, Operation and Maintenance of Busway Rated 600 Volts or Less."

1.5 PROJECT CONDITIONS

Derate enclosed bus assemblies for continuous operation at indicated ampere ratings for ambient temperature not exceeding **90 deg F**. Bus assemblies use outdoors shall be furnished in weatherproof housing.

1.6 COORDINATION

Coordinate layout and installation of enclosed bus assemblies and suspension system with other construction that penetrates ceilings or floors or is supported by them,

including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

PART 2. PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following, or an approved equal.

1. Calvert Company.
2. Eaton Corp.
3. General Electric Company.
4. Siemens Energy & Automation, Inc.
5. Square D/Group Schneider NA.

2.2 ENCLOSED BUS ASSEMBLIES

A. Feeder-Bus Assemblies: NEMA BU 1, low-impedance bus assemblies in non-ventilated housing, single-bolt joints, ratings as indicated.

1. Voltage: **120/208 V; 3 phase; 200 percent neutral capacity.**
2. Temperature Rise: 55 deg C above 40 deg C ambient maximum for continuous rated current.
3. Bus Materials: Current-carrying **copper** conductors, fully insulated with Class 130C insulation except at joints; plated surface at joints.
4. Ground:
 - a. 50 percent capacity integral with housing.
 - b. 50 percent capacity internal busbar of material matching bus material.
 - c. 50 percent capacity isolated, internal busbar of material matching bus material.

5. Enclosure: **Steel with manufacturer's standard enamel finish, suitable for outdoor use.**
6. Fittings and Accessories: Manufacturer's standard.

B. Plug-in Bus Assemblies: NEMA BU 1, low-impedance bus assemblies in non-ventilated housing, single-bolt joints, ratings as indicated.

1. Voltage: **480/277** V; 3 phase; **200 percent neutral capacity.**
2. Temperature Rise: 55 deg C above 40 deg C ambient maximum for continuous rated current.
3. Bus Materials: Current-carrying **copper** conductors, fully insulated with Class 130C insulation except at stabs and joints; plated surface at stabs and joints.
4. Ground:
 - d. 50 percent capacity integral with housing.
 - e. 50 percent capacity internal busbar of material matching bus material.
 - f. 50 percent capacity isolated, internal busbar of material matching bus material.
5. Enclosure: Steel, with manufacturer's standard enamel finish, plug-in openings 24 inches o.c., and hinged covers over unused openings.
6. Fittings and Accessories: Manufacturer's standard.

C. Plug-In Devices

1. Fusible Switches: NEMA KS 1, heavy duty; with rejection-type fuse clips to accommodate specified fuses; hook-stick-operated handle, lockable with two padlocks, and interlocked with cover in closed position. See Division 16 Section "Fuses" for fuses and fuse installation requirements. Indicate in schedule or

diagrams the frame size, trip rating, number of poles, and auxiliary devices on Drawings. Also indicate the interrupting-capacity rating if not specified in first paragraph below.

2. Molded-Case Circuit Breakers: NEMA AB 1; hook-stick-operated handle, lockable, and interlocked with cover in closed position.

D. Flexible Busbar: Flexible insulated copper bus bars shall be custom made for connections to solid copper bus bars, and panelboards. Sizes as indicated on the drawings.

They shall be as manufactured by Erico (Eriflex), storm copper components (Maxiflex), or an approved equal.

1. Voltage: 480/277 and/or 120/208 V; 3 phase; 200 percent neutral capacity.
2. Temperature Rise: 55 deg C above 40 deg C ambient maximum for continuous rated current.
3. Bus Materials: Current-carrying copper conductors, fully insulated with Class 130C insulation plated surface at stabs and joints.
4. Ground:
 - a. 50 percent capacity integral with housing.
 - b. 50 percent capacity internal busbar of material matching bus material.
 - c. 50 percent capacity isolated, internal busbar of material matching bus material.
5. Insulation:
6. Fitting and Accessories: Manufacturer's standard. Provide Supports as required for installation.

3.1 INSTALLATION

- A. Support bus assemblies independent of supports for other elements such as equipment enclosures at connections to panelboards and switchboards, pipes, conduits, ceilings, and ducts.
 - 1. Design each fastener and support to carry 200 lb or 4 times the weight of bus assembly.
 - 2. Support bus assembly to prevent twisting from eccentric loading.
 - 3. Support bus assembly with not less than 3/8-inch steel rods. Install side bracing to prevent swaying or movement of bus assembly. Modify supports after completion to eliminate strains and stresses on bus bars and housings.
 - 4. Fasten supports securely to building structure.
- B. Install expansion fittings at locations where bus assemblies cross building expansion joints. Install at other locations so distance between expansion fittings does not exceed 90 percent of manufacturer's recommended distance between fittings.
- C. Install firestop fittings where bus assemblies penetrate fire-rated elements such as walls, floors, and ceilings. Seal around penetrations according to Division 7 Section "Through-Penetration Fire-Stop Systems," and as directed by authorities having jurisdiction.
- D. Coordinate bus-assembly terminations to equipment enclosures to ensure proper phasing, connection, and closure.
- E. Tighten bus-assembly joints with torque wrench or similar tool recommended by bus-assembly manufacturer. Tighten joints again after bus assemblies have been energized for 30 days.
- F. Install bus-assembly plug-in units. Support connecting conduit independent of plug-in unit.

3.2 CONNECTIONS

- A. Ground equipment according to this Specification, Div.16.
- B. Connect wiring according to Division 16 Section "Conductors and Cables."
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.3 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
- B. Remove and replace units that do not pass tests or inspections and retest as specified above.
- C. Infrared Scanning: Two months after Substantial Completion, perform an infrared scan of bus assembly including joints and plug-in units.
 - 1. Use an infrared-scanning device designed to measure temperature or detect significant deviations from normal values. Provide documentation of device calibration.
 - 2. Perform 2 follow-up infrared scans of bus assembly, one at 4 months and the other at 11 months after Substantial Completion.
 - 3. Prepare a certified report identifying bus assembly checked and describing results of scanning. Include notation of deficiencies detected, remedial action taken, and scanning observations after remedial action.

3.04 ADJUSTING

- A. Self-field adjustable, circuit-breaker trip ranges and trip settings as indicated.

3.5 CLEANING

- A. After completing system installation, clean enclosed bus assemblies, supports, and accessories. Inspect exposed finishes and repair damaged finishes. Remove scratches, burrs, and surface defects.

3.6 PROTECTION

- A. Provide final protection to ensure that moisture does not enter entire bus assembly.

END OF SECTION

SECTION 16620
ENGINE GENERATOR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Provide all labor, material, equipment and services necessary to complete all work specified and/or required to provide a complete and fully functional emergency generator system, as indicated in Section I (Scope of Work), using materials and equipment that comply with referenced standards and manufacturer's standard design and construction, in accordance with published product information. Coordinate the features of materials and equipment so they form an integrated system with components and interconnections matched for optimum performance of specified functions. The work required shall include, but not be limited to the following:

1.2 GENERAL CONDITIONS

A. All of the Contract Documents, including Supplementary General Requirements for Electrical Work, apply to the Work of this Section.

1.3 SUMMARY

A. This section includes the following items from a single supplier:

1. Engine Generator Set
2. Enclosure
3. Related Accessories as specified

B. Related Requirements

1. It is the intent of this specification to secure an engine-driven generator set that has been prototype tested, factory built, production tested, and site-tested together with all accessories necessary for a complete installation as shown on the plans and drawings and specified herein.

2. Any exceptions to the published specifications shall be subject to the approval of the engineer and submitted minimum 10 days prior to the closing of the bid with a line by line summary description of all the items of compliance, any items that have been omitted or have been taken exception to, and a complete description of all deviations.
3. It is the intent of this specification to secure an engine generator set system that has been tested during design verification, in production, and at the final job site. The engine generator set will be a commercial design and will be complete with all of the necessary accessories for complete installation as shown on the plans, drawings, and specifications herein. The equipment supplied shall meet the requirements of the National Electrical Code and applicable local codes and regulations.
4. All equipment shall be new and of current production by an international, power system manufacturer of engine generators, and paralleling switchgear. The manufacturer shall be a supplier of a complete and coordinated system. There will be single-source responsibility for warranty, parts, and service through a factory-authorized representative with factory-trained technicians.
5. This site has stringent real-estate and connection requirements. If an alternate manufacturer is selected it will be the responsibility of the installing contractor to make sure the alternate equipment exactly matches these requirements. Any deviations caused by alternate equipment will be the financial responsibility of the installing contractor.
6. If an alternate manufacturer is selected it is the responsibility of the installing contractor to ensure the equipment provided will be sufficient to run all building loads. Any additional cost to meet these requirements will be the responsibility of the installing contractor.

C. Description of System

1. The emergency generator system shall power feeders in the event of failure of the normal power source.

2. Under normal operating conditions, the transfer switches are in the normal position and the generator unit shut down. Sequence of transfer operation occurs as follows:
 - a. The voltage on any phase of the normal power feeder drops below 70% of normal, initiating in the transfer switches an adjustable time delay (set at 5 seconds) to override voltage fluctuations and momentary outages.

 - b. At the end of the 5 seconds time delay, the generator unit automatically starts.

 - c. A voltage frequency device in the transfer switches prevents transfer until the emergency feeder voltage rises to 90% of normal, and the proper electrical parameters are obtained.

 - d. The automatic transfer switches then transfer load to the emergency feeder.

 - e. Complete transition from onset of normal feeder failure to emergency feeder transfer shall not exceed 15 seconds.

 - f. When voltage on all phases of the normal feeder is restored to 90% voltage, transfer from emergency to normal feeder is initiated

with an adjustable time delay (5-25 minutes) in the automatic transfer switches.

- g. The automatic transfer switches transfer the loads to the normal feeders at the end of the time delay. Exception: If the emergency power source should fail and the normal power source has been restored, retransfer to the normal source of power shall be immediate, bypassing the retransfer delay timer.
- h. The unit continues to run unloaded 5 minutes, after which the control equipment shuts down the engine and resets the system.

1.4 SUBMITTALS

- A. Submit full technical data, (list of installations of comparable size in local area) service and parts facilities complete with manufacturer's published data.
- B. Submit the following:
 - 1. Shop Drawings
 - a. Manufacturer's Drawings showing the construction (outline) of the engine generator unit and accessories.
 - b. Installation details.
 - c. Outdoor housing details including layout of equipment, dimensions, raceways, piping, concrete pad, etc.
 - d. Short Circuit Calculations and Coordination Study shall be submitted.

2. Product Data

- a. Catalog sheets, Specifications and Installation Instructions.
- b. Bill of materials.
- c. Detailed sequence of operations (format similar to DESCRIPTION OF SYSTEM).
- d. Company's data indicating fuel consumption with the unit operating at 1/2, 3/4 and at full load.
- f. Name, address and telephone number of nearest fully equipped service organization

C. Submittals

- A. The submittal shall include prototype test certification and specification sheets showing all standard and optional accessories to be supplied; schematic wiring diagrams, dimension drawings, and interconnection diagrams identifying by terminal number each required interconnection between the engine generator set, the automatic transfer switches, and the local and remote annunciator panel. It will also include:

- 1. Detailed Shop Drawings
- 2. Samples
- 3. Certificates
- 4. Test and Evaluation Reports
- 5. Manufacturer's Instructions
- 6. Source Quality Control Submittals
- 7. Field or Site Quality Control
- 8. Manufacturer's Report
- 9. Special Procedure Submittals
- 10. Qualifications Statement

D. Closeout Submittals

- 1. Maintenance Contracts
- 2. Operation And Maintenance Data

3. Bonds
4. Warranty Documentation
5. Record Documentation
6. Software

E. Maintenance Material Submittals

1. Provide one (1) copy of the following documents and manuals for the engine, the alternator, and the generator set:
 - a. Operation Manuals
 - b. Parts Catalogs
 - c. Wiring Diagrams.

F. Design Data

1. Include engine manufacturer's recommended battery with ampere-hour capacity at the minimum ambient temperature condition for the specified duration and number of crank cycles.
2. Include battery manufacturer's data proving that the batteries will meet the ampere-hour requirements at the batteries minimum ambient temperature.
3. Include details of battery charger and battery rack recommended by battery manufacturer.

G. Submit manufacturer's installation instructions.

H. Submit manufacturer's descriptive literature, operating instructions, and maintenance and repair data.

I. Contract Closeout Submittals

1. Test Report: System acceptance test report.
2. Certificate: Affidavit, signed by the Company Field Advisor and notarized, certifying that the system meets the Contract requirements and is operating properly.
3. Operation and Maintenance Data: Deliver two copies, covering the installed products, to

the County. Include name, address and telephone number of nearest fully equipped service organization.

4. Photographs:

- a. Employ a professional photographer to take color photographs of the completed work.
- b. Use a digital format camera.
- c. Make photographs 7 1/2" x 9 1/2". Mount photographs on linen with 1-1/2" wide margin on the left side for binding (11" long overall).
- d. Deliver photographs flat, not rolled, include date pictures were taken, name of Contractor, project number and title.

J. Quality Control Submittals

1. Company Field Advisor Data:

- a. Name, business address and telephone number of Company Field Advisor secured for the required services.
- b. Certified statement from the Company listing the qualifications of the Company Field advisor.
- c. Services and each product for which authorization is given by the Company, listed specifically for this project.

1.5 **QUALITY ASSURANCE**

A. Regulatory Agency

1. The generator set shall conform to the requirements of the following codes and standards:

- a. CSA C22.2, No. 14-M91 Industrial Control Equipment.
- b. EN50082-2, Electromagnetic Compatibility Generic Immunity Requirements, Part 2: Industrial.
- c. EN55011, Limits and Methods of Measurement of Radio Interference Characteristics of Industrial, Scientific and Medical Equipment.
- d. IEC8528 part 4, Control Systems for Generator Sets.
- e. IEC Std 61000-2 and 61000-3 for susceptibility, 61000-6 radiated and conducted electromagnetic emissions.
- f. IEEE446 Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications.
- g. NFPA 70, National Electrical Code, Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702.
- h. NFPA 99, Essential Electrical Systems for Health Care Facilities.
- i. NFPA 110, Emergency and Standby Power Systems. The generator set shall meet all requirements for Level 1 systems. Level 1 prototype tests required by this standard shall have been performed on a complete and functional unit. Component level type tests will not substitute for this requirement.

B. Qualifications

- a. The equipment shall be produced by a manufacturer who is ISO 9001 certified for the design, development, production and service of its complete product line.
- b. The power system shall be produced by a manufacturer who has produced this type of equipment for a period of at least 10 years and who maintains a service organization

available twenty-four hours a day throughout the year.

- c. Manufacturers: The power system shall be furnished by a single manufacturer who shall be responsible for the design, coordination, and testing of the complete system. The entire system shall be installed as shown on the plans, drawings, and specifications herein.
- d. This site has stringent site constraints and connection requirements. If an alternate manufacturer is selected it will be the responsibility of the installing contractor to make sure the alternate equipment exactly matches these requirements. Any deviations caused by alternate equipment will be the financial responsibility of the installing contractor.
- e. If an alternate manufacturer is selected it is the responsibility of the installing contractor to insure the equipment provided will be sufficient to run all building loads. Any additional cost to meet these requirements will be the responsibility of the installing contractor.

C. Source Quality Control

The Company producing the alternator unit shall have test facilities available which can demonstrate that the proposed system meets Contract requirements.

- 1. If brand names other than those specified are proposed for use, pay all costs, including travel expenses to the test facility for the County's Representative to witness test demonstration.

D. List of Completed Installations

If brand names other than those specified are proposed for use, furnish the name, address and

telephone number of at least five comparable installations which can prove the proposed products have operated satisfactorily for three years. Pay travel expenses for the County's Representatives to inspect two of the installations.

E. Company Field Advisor

Secure the services of a Company Field Advisor for a minimum of 24 working hours for the following:

1. Render advice regarding installation and final adjustment of the system.
2. Witness final system test and then certify with an affidavit that the system is installed in accordance with the Contract Documents and is operating properly.
3. Train facility personnel on the operation and maintenance of the system (minimum of three four-hour sessions).
4. Explain available service programs to facility supervisory personnel for their consideration.

F. Service Availability

Manufacturer shall be a fully equipped service organization capable of guaranteeing response time within 8-hours to service calls shall be available 24-hours a day, 7-days a week to service the completed Work.

1.6 MAINTENANCE

Provide the following spare parts to the County prior to final acceptance:

1. Two sets of gaskets for routine engine maintenance.
2. Set of fan belts.
3. Set of oil filter elements.
4. Set of air cleaner elements.
5. Special tools if required for the regular maintenance and minor repairs of the unit.
6. Six indicator lamps of each type used.

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS

A. Subject to compliance with Plans and Specifications. Requirements, provide products by the following manufacturers:

1. Kohler
2. Caterpillar
3. or equal as approved by Owner

Equipment

1. The generator set shall be a Kohler model 200REZXB with a 4UA10 alternator or an approved equal. It shall provide 250 kVA and 200 kW when operating at 480/277 volts, 60 Hz, 0.80 power factor. The generator set shall be capable of a 130°C Standby rating while operating in an ambient condition of less than or equal to 77 °F and a maximum elevation of 500 ft above sea level. The standby rating shall be available for the duration of the outage.

Engine

1. The minimum 11.1 liter displacement engine shall deliver a minimum of 302 HP at a governed engine speed of 1800 rpm, and shall be equipped with the following:
 - a. Electronic isochronous governor capable of 0.25% steady-state frequency regulation
 - b. 24-volt positive-engagement solenoid shift-starting motor
 - c. 80-ampere automatic battery charging alternator with a solid-state voltage regulation

- d. Positive displacement, full-pressure lubrication oil pump, cartridge oil filters, dipstick, and oil drain
 - e. Dry-type replaceable air cleaner elements for normal applications
 - f. Engine- natural gas driven, including fuel filter and electric solenoid valve.
 - g. The turbocharged engine shall be fueled by diesel
 - h. The engine shall have a minimum of 6 cylinders and be liquid-cooled
2. The engine shall be EPA certified from the factory
 3. The generator must accept rated load in one-step.

Cooling System

1. The engine shall have a minimum of 6 cylinders and be liquid-cooled by Unit Mounted Radiator 122°F/50°C.

Battery

1. Adequate capacity within ambient temperature to provide specified cranking cycle at least three times without recharging

Housing

Level 2 Sound Attenuated Enclosure

- a. The generator set shall be supplied with a Level 2 Sound Attenuated Enclosure, providing a sound level of 76 dB(A) while the generator is operating at 100% load at 7 meters (23 feet) using acoustic insulation and acoustic-lined inlet hoods, and constructed from high strength, low alloy 10 gauge galvanized steel. The acoustic insulation used shall

meet UL 94 HF1 flammability classification. The enclosure shall be manufactured from bolted panels to facilitate service, future modifications, or field replacement. The enclosure shall use external vertical air inlet and outlet hoods with 90 degree angles to discharge air up and reduce noise. The enclosure shall have an integral rodent guard and skid end caps and shall have bracing to meet 241 kph (150 mph) wind loading.

- b. The enclosure components and skid shall be cleaned with a two-stage alkaline cleaning process to remove grease, grit, and grime from parts. Components shall then be subjected to a Zirconium-based conversion coating process to prepare the metal for electrocoat (e-coat) adhesion. All enclosure parts shall receive an 100% epoxy primer electrocoat (e-coat) with high-edge protection. Following the e-coat process, the parts shall be finish coated with powder baked paint for superior finish, durability, and appearance with a Power Armor™ industrial finish that provides heavy duty durability in harsh conditions, and is fade scratch-and corrosion-resistant.
- c. The enclosure must surpass a 3,000 hour salt spray corrosion test per ASTM B-1117.
- d. Enclosures will be finished in either white or tan as approved by the Owner.
- e. The enclosures shall allow the generator set to operate at full load in an ambient temperature of 50°C with no additional derating of the electrical output of the generator set.
- f. Enclosures shall be equipped with sufficient side and end doors to allow access for operation, inspection, and service of the unit and all options. Lube oil and coolant drains are to be piped to the exterior of the enclosure base for ease of maintenance. Minimum requirements are two doors per side. If the generator set controller faces the rear of the generator set, an additional rear facing door is required. Access to the

controller and main line circuit breakers shall meet the requirements of the National Electrical Code.

- g. Doors shall be fitted with hinges, hardware, and shall be removable.
- h. Doors shall be equipped with lockable latches. Locks shall be keyed alike. Door locks shall be recessed to minimize potential of damage to door/enclosure.
- i. A duct between the radiator and air outlet shall be provided to prevent re-circulation of hot air.
- j. The complete exhaust system shall be internal to the enclosure.
- k. The critical silencer shall be fitted with a tailpipe and rain cap.
- l. The generator set enclosure shall be furnished with the battery charger wired into the load center.
- m. The engine generator set enclosure shall be furnished with the block heater wired into the load center.
- n. Basic Electrical Panel-The engine generator set enclosure shall be furnished with a load center 120/208 VAC single phase, 100 amp max w/ main and 12 branch circuits. (1) switch control, (3) AC lights vapor tight and gasketed, and (2) duplex GFI receptacles.

Generator Overcurrent and Fault Protection

- a. The generator shall be provided with ONE (1) factory installed, 100% rated line circuit breaker rated at 350 amperes UL489 listed. Line circuit breakers shall be sized for the rated ampacity of the loads served by the breakers per the NEC.
- b. The circuit breakers shall incorporate an electronic trip device with the following characteristics:
 - c. Adjustable long time delay
 - d. Adjustable short time delay
 - e. Instantaneous
- f. Load side lugs shall be provided from the factory. The line circuit breakers shall include auxiliary contacts, shunt trip, under voltage trip, alarm switch, and over current switch functionality. Load side breaker connections made at the factory shall be separated from field connections.
- g. The shunt trip devices shall be connected to trip the generator breakers when the generator set is shut down by other protective devices.
- h. When GFI is required per the NEC, additional neutrals shall be factory installed, and the alarm indication shall be integrated with the engine generator set alarms.
- i. Barriers to provide segregation of wiring from an emergency source to emergency loads from all other wiring and equipment, as required by the NEC, shall be provided.

Alternator

- a. The alternator shall be salient-pole, brushless, 2/3-pitch, with 4 bus bar provision for external connections, self-ventilated, with drip-proof construction and amortisseur rotor windings, and skewed for smooth voltage waveform. The ratings shall meet the NEMA standard (MG-132.40) temperature rise limits. The insulation shall be class H per UL1446 and the varnish shall be a vacuum pressure impregnated, fungus resistant epoxy. Temperature rise of the rotor and stator shall be limited to 130°C Standby. The PMG based excitation system shall be of brushless construction controlled by a digital, three phase sensing, solid-state, voltage regulator. The AVR shall be capable of proper operation under severe nonlinear loads and provide individual adjustments for voltage range, stability and volts-per-hertz operations. The AVR shall be protected from the environment by conformal coating. The waveform harmonic distortion shall not exceed 5% total RMS measured line-to-line at full rated load. The TIF factor shall not exceed 50.
- b. The alternator shall have a maintenance-free bearing, designed for 40,000 hour B10 life. The alternator shall be directly connected to the flywheel housing with a semi-flexible coupling between the rotor and the flywheel.
- c. The generator shall be inherently capable of sustaining at least 300% of rated current for at least 10 seconds under a 3-phase symmetrical short circuit, without the addition of separate current-support devices.
- d. Motor starting performance and voltage dip determinations shall be based on the complete engine generator set. The engine generator set shall be capable of supplying 1,652.00 LRKVA for starting motor loads with a maximum instantaneous voltage dip of 35%, as measured by a digital RMS transient recorder in

accordance with IEEE Standard 115. Motor starting performance and voltage dip determination that does not account for all components affecting total voltage dip, i.e., engine, alternator, voltage regulator, and governor will not be acceptable. As such, the generator set shall be prototype tested to optimize and determine performance as a generator set system.

Vibration Isolation

1. Vibration isolators shall be provided between the engine alternator and heavy-duty steel base.

2.2 Accessories

- A. The generator shall be supplied with a thermostatically controlled strip heater to prevent the accumulation of moisture and dampness and to maintain the stator windings above the dew point. The heater shall be wired to be "on" at all times that the generator set is not operating.
- B. The generator set shall be supplied with a 10-ampere automatic float/equalize battery charger capable of charging both lead-acid and ni-cad type batteries, with the following features:
 - a. Automatic 3-stage float to equalization charge
 - b. Voltage regulation of 1% from no to full load over 10% AC input line voltage variations
 - c. Battery charging current Ammeter and battery voltage voltmeter with 5% full-scale accuracy
 - d. LED lamp for power ON indication
 - e. Current limited during engine cranking, short circuit, and reverse polarity conditions
 - f. Temperature compensated for ambient temperatures for -40°C to 60°C
 - g. Alarm circuit board featuring alarm contacts

for low battery voltage, high battery voltage, and battery charger malfunction. Provisions will be made for remote, wireless communication.

h. UL 1012 Listed

i. CSA Certified

- C. The generator shall be equipped with a crankcase vent. The fumes coming from the vent (Blow-by) will need to be contained with the solids being separated and collected while the gases are being released back into the engine.
- D. The air cleaner restriction indicator shall indicate the need for maintenance of the air cleaners.
- E. Block Heater - The block heater shall be thermostatically controlled, 4,000 watt, with isolating valves, to maintain manufacturers recommended engine coolant temperature to meet the start-up requirements of NFPA 99 and NFPA 110, Level 1.
- F. Battery rack and battery cables capable of holding the manufacturer's recommended batteries shall be supplied.
- G. The engine generator set shall be supplied with a common failure relay to provide means of signaling fault and/or shutdown conditions.
 - a. The common failure relay shall remotely signal auxiliary faults, emergency stop, high engine temperature, low oil pressure, over crank, and over speed via one single-pole, double-throw relay with 10 amps at 120 VAC contacts. Provisions will be made for wireless, remote annunciation.
 - b. The relay contacts shall be gold flashed to allow use of low current draw devices (100ma @ 28VDC min).
 - c. Once energized the relay shall remain latched until the system is reset by the main controller switch.

PART 3 - EXECUTION

3.1 COORDINATION

A. The Contractor shall coordinate the installation of the engine generator set with the work providing ventilation, exhaust and fuel supply to the engine-generator set. The Contractor shall coordinate this work to provide an efficient and functional layout.

3.2 INSTALLATION

A. The Contractor shall:

1. Install unit complete and make it fully operational.
 - a. Connect fuel supply gas piping and control valves.
 - b. Install all power and control wiring.
2. Install muffler horizontally on spring type compensating hangers on top of enclosure.
3. Provide vibration isolation of exhaust equipment to prevent transfer of vibration into building components.
4. Connections: Make all terminal connections to unit with flexible connections designed for the specific purpose.

3.3 WIRING AND CONNECTIONS

The Contractor shall:

1. Provide conduit, wiring, and connections required and recommended by unit supplier.
2. Install all control and alarm wiring in galvanized rigid steel conduit(s).
3. Connect neutral point of generator and generator frame to grounded green insulated copper conductor.

4. Connect motorized dampers in cooling and exhaust equipment to auxiliary contact, to open dampers when unit is energized.

3.4 **FIELD QUALITY CONTROL**

A. Ambient Conditions

1. Engine- generator set shall operate in the following conditions without any damage to the unit or its loads.
 - a. Ambient Temperature: 77 °F
 - b. Altitude: 500 ft.
 - c. Relative Humidity: 95%

B. Preliminary System Test

1. Preparation: Have the Company Field Advisor adjust the completed system and then operate it long enough to assure that it is performing properly.
2. Run a preliminary test for the purpose of:
 - a. Determining whether the system is in a suitable condition to conduct an acceptance test.
 - b. Checking and adjusting equipment.
 - c. Training facility personnel.

C. System Acceptance Test

1. Preparation: Notify the County's Representative at least three working days prior to the test so arrangements can be made to have a County Representative witness the test.
2. Make the following tests:
 - a. Test system in conjunction with tests required herein.
 - b. Test starting system and battery capacity.
 - c. Load Test: Using the facility system as load, run the following test at rated voltage:

3. Four hours with full facility load (load not to exceed rating of the unit).
4. During the test period take voltage, current, frequency and all engine instrument readings. Record results at the beginning and end of test and at fifteen minute intervals during test.
5. Supply all equipment necessary for system adjustment and testing.
6. Submit written report of test results signed by Company Field Engineer. Mount a copy of the final report in a plexiglass enclosed frame assembly adjacent to the control panel.

3.5 **Non-Conforming Work**

To ensure that the equipment has been designed and built to the highest reliability and quality standards, the manufacturer and/or local representative shall be responsible for three separate tests: design prototype tests, final production tests, and site tests.

A. Design Prototype Tests

Components of the emergency system, such as the engine/generator set, transfer switches, and accessories, shall not be subjected to prototype tests because the tests are potentially damaging. Rather, similar design prototypes and pre-production models shall be subjected to the following tests:

- a. Maximum power (kW)
- b. Maximum motor starting (kVA) at 35% instantaneous voltage dip.
- c. Alternator temperature rise by embedded thermocouple and/or by resistance method per NEMA MG1-32.6.
- d. Governor speed regulation under steady-state and transient conditions.

- e. Voltage regulation and generator transient response.
- f. Harmonic analysis, voltage waveform deviation, and telephone influence factor.
- g. Three-phase short circuit tests.
- h. Alternator cooling air flow.
- i. Torsional analysis to verify that the generator set is free of harmful torsional stresses.
- j. Endurance testing.

B. Final Production Tests

The generator set shall be tested under varying loads with guards and exhaust system in place. Tests shall include:

- a. Single-step load pickup
- b. Safety shutdown device testing
- c. Rated Power @ 0.8 PF
- d. Maximum power
- e. A witness test or a certified test record sent prior to shipment

C. Site Tests

The manufacturer's distribution representative shall perform an installation check, startup, and building load test. The engineer, regular operators and the maintenance staff shall be notified of the time and date of the site test. The tests shall include:

- a. Lubricating oil, and antifreeze shall be checked for conformity to the manufacturer's recommendations, under the

environmental conditions present and expected.

- b. Accessories that normally function while the set is standing by shall be checked prior to cranking the engine. These shall include: block heaters, battery chargers, alternator strip heaters, remote annunciators, etc.
- c. Generator set startup under test mode to check for exhaust leaks, path of exhaust gases outside, cooling air flow, movement during starting and stopping, vibration during operation, normal and emergency line-to-line voltage and frequency, and phase rotation.
- d. Automatic start by means of a simulated power outage to test remote-automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switches timers shall be adjusted for proper system coordination. Engine coolant temperature, oil pressure, and battery charge level along with generator set voltage, amperes, and frequency shall be monitored throughout the test.
- D. Non-Conforming Work - Repair and/or return to manufacturer.
- E. Manufacturer's Services - As needed.
- F. Coordination of Other Tests and Inspections shall be performed in the presence of manufacturer and county engineer.

3.6 **GUARANTEE**

- A. The Contractor shall guarantee the operation of the engine-generator set and transfer switches for a period of five years after initial set-up, tests, and installation acceptance by the County.
- B. During the guarantee period, the Contractor shall respond to a reported malfunction within 24 hours of notice. He shall repair the equipment as required in a timely manner and bear all expenses for material and labor during this guarantee period.

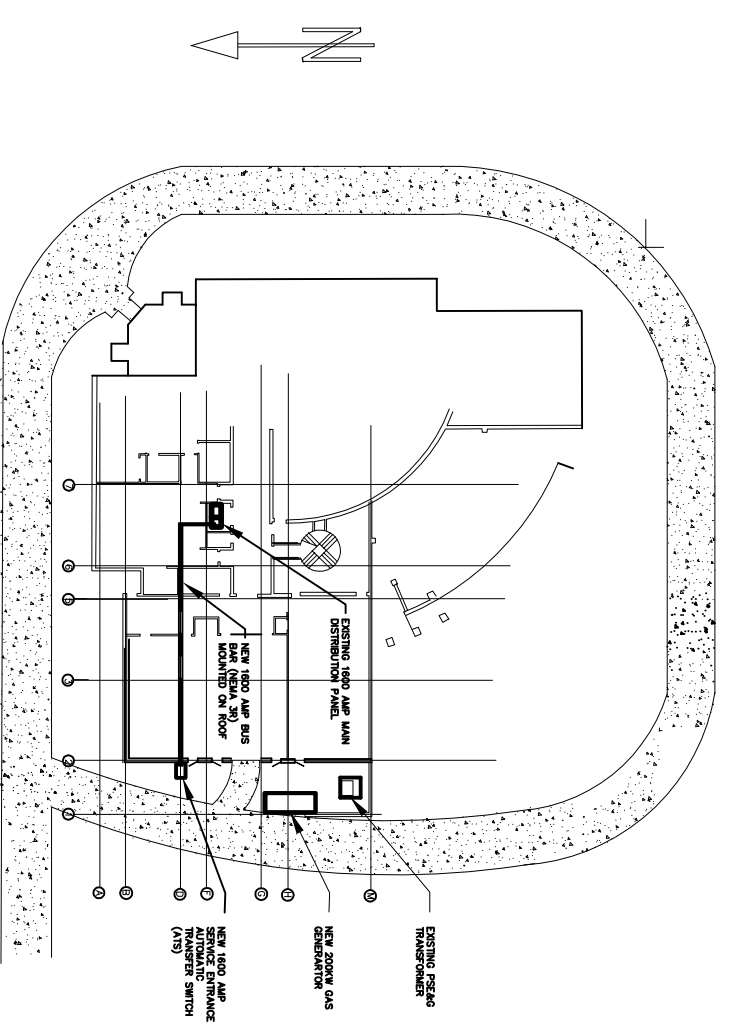
C. Manufacturer's Warranty - Provide a 5 year comprehensive full warranty for all parts and labor.

END OF SECTION

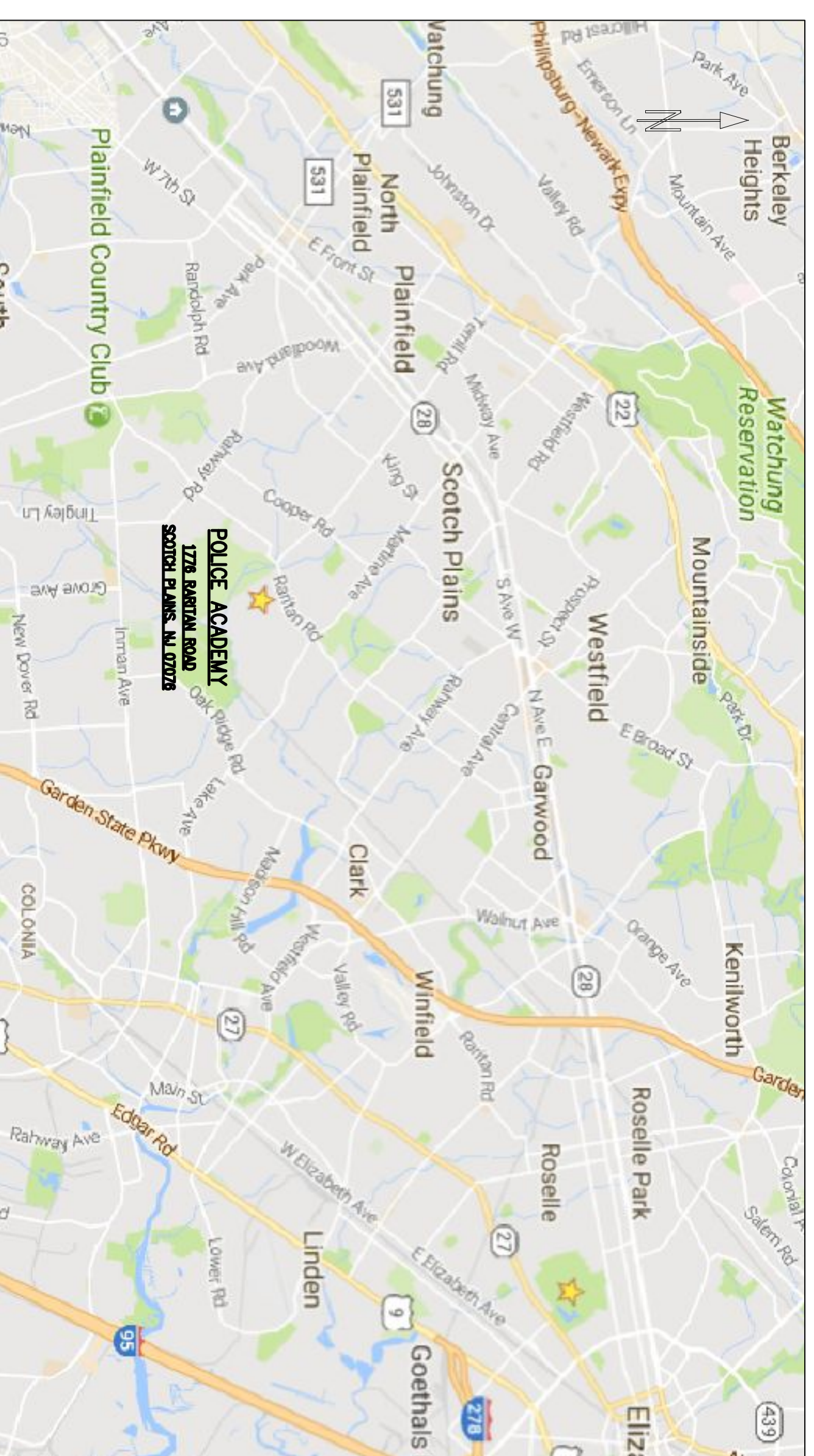
COUNTY OF UNION - BOARD OF CHOSEN FREEHOLDERS

EMERGENCY GENERATOR JOHN H. STAMLER POLICE ACADEMY SCOTCH PLAINS, NEW JERSEY

FEDERAL PROJECT NO. FEMA -4086-NJ-333F UNION COUNTY ENGINEERING PROJECT #2013-015



KEY PLAN
NOT TO SCALE



LOCATION PLAN

SHEET NUMBER	DESCRIPTION
C-1	COVER SHEET
E-1	GENERAL NOTE, SYMBOLS AND LEGEND
E-2	ELECTRICAL SINGLE LINE DIAGRAM
E-3	ELECTRICAL FIRST FLOOR PLAN
E-4	ELECTRICAL RISER DIAGRAM
E-5	SEWAGE PUMP STATION LAYOUT
P-1	GAS PIPING
R-1	REFERENCE DRAWING

JOSEPH A. GRAZIANO, SR. CPWM DIRECTOR
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND
FACILITIES MANAGEMENT

THOMAS O. MINEO, P.E.
COUNTY ENGINEER,
DIVISION OF ENGINEERING

ALFRED J. FAELLA
COUNTY MANAGER

DESIGN: VRN
DRAWN: JC
CHECKED: LCA
APPROVED: LCA

No.	DATE	DESCRIPTION	CKD.	APPD.

MEP ENGINEER:
LCA
ENGINEERING
1640 Vesperhill Road
Union, NJ 07083
Tel: (908)258-7943

LUIS C. AGLIERO, P.E.
NJ PROFESSIONAL ENGINEER No. 2899

POLICE ACADEMY - COUNTY OF UNION
1776 RARITAN ROAD
SCOTCH PLAINS, NEW JERSEY 07076

KEY PLAN
UNION COUNTY PROJECT #2013-015

OUTDOOR EMERGENCY
GENERATOR

JOB No. 829F
DWG. No. C-1
DATE: 01/16/2016

GENERAL NOTES:

1. THE CONTRACTOR'S BID PRICE SHALL INCLUDE ALL LABOR AND MATERIALS AND COST TO THE CONTRACTOR'S BID PRICE SHALL INCLUDE ALL LABOR AND MATERIALS AND COST TO PERFORM ALL OF THE WORK. PRIOR TO SUBMITTING THEIR PROPOSAL, THE CONTRACTOR SHALL CONDUCT A CAREFUL INSPECTION OF THE AREAS AFFECTED BY THE WORK SO AS TO BECOME THOROUGHLY FAMILIAR WITH EXISTING CONDITIONS AND WITH ANY ISSUES THEY MAY ENCOUNTER DURING THE PERFORMANCE OF THE WORK. SUBMISSION OF HIS/HER PROPOSAL WILL BE CONSIDERED AS EVIDENCE THAT SUCH AN INSPECTION WAS CONDUCTED AND THAT CLAIMS FOR EXTRAS DURING THE COURSE OF THE WORK WILL NOT BE RECOGNIZED FOR ANY DIFFICULTIES ENCOUNTERED THAT THE CONTRACTOR SHOULD HAVE ANTICIPATED.
2. WITHOUT APPROVAL BY THE COUNTY, THE CONTRACTOR SHALL NOT INTERRUPT UTILITY SERVICE WITHOUT APPROVAL BY THE COUNTY. THE CONTRACTOR SHALL NOT INTERRUPT UTILITY SERVICE TO THE FACILITY, OR WITHIN THE FACILITY, WHETHER THESE SHUTDOWNS AND CONNECTIONS ARE MADE DURING OR AFTER NORMAL WORKING HOURS. AGREES TO ARRANGE WITH THE COUNTY'S REPRESENTATIVE FOR THE TIME AND DURATION OF INTERRUPTIONS OF SERVICE. THE CONTRACTOR SHALL PROVIDE TEMPORARY POWER REQUIRED TO MAINTAIN BUILDING SERVICES AT ALL TIMES, INCLUDING ALL SCHEDULED INTERRUPTIONS.
3. THE CONTRACTOR SHALL OBTAIN APPROVAL FOR OUTAGE WITH DURATION FROM UNION COUNTY. THE CONTRACTOR SHALL OBTAIN APPROVAL FOR OUTAGE WITH DURATION FROM MONMOUTH COUNTY SEVEN DAYS PRIOR TO BEGINNING ANY ASSOCIATED WORK. COORDINATE ALL MECHANICAL AND ELECTRICAL WORK TO MAINTAIN UTILITY SERVICE TO REMAINING AREAS DURING NORMAL BUSINESS HOURS.
4. THE CONTRACTOR SHALL PROVIDE ADEQUATE TEMPORARY LIGHTING DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ADEQUATE TEMPORARY LIGHTING DURING CONSTRUCTION, INCLUDING ALL RELATED ACTIVITIES. ILLUMINATION INTENSITIES SHALL MEET AT A MINIMUM OSHA STANDARDS. LIGHTING SHALL BE MAINTAINED AT ALL TIMES TO ENSURE SAFETY AND WORK QUALITY. ALL TEMPORARY SERVICES REQUIRED TO MAINTAIN COUNTY OPERATIONS DURING AND AFTER DEMOLITION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TEMPORARY POWER AND LIGHTING REQUIRED FOR ALL TRADES.
5. THE CONTRACTOR SHALL SUBMIT COMPLETE WORKING DRAWINGS AND STAGING PLANS FOR THE CONTRACTOR SHALL SUBMIT COMPLETE WORKING DRAWINGS AND STAGING PLANS FOR REVIEW. DRAWINGS WILL SHOW EXISTING CONDUITS, AND EQUIPMENT AFFECTED BY THIS WORK, AND CONDUIT ROUTING PLANS FOR ALL NEW CONDUITS AND NEW EQUIPMENT TO BE INSTALLED UNDER THIS CONTRACT. DRAWINGS MUST BE SUBMITTED BEFORE CONSTRUCTION STARTS.
6. ANY EXISTING AREAS DAMAGED AS A RESULT OF PERFORMING WORK UNDER THIS CONTRACT ANY EXISTING AREAS(S) DAMAGED AS A RESULT OF PERFORMING WORK UNDER THIS CONTRACT SHALL BE REPAIRED AND/OR REPLACED AS REQUIRED AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE COUNTY. MATERIALS AND FINISHES SHALL MATCH EXISTING TO THE SATISFACTION OF THE COUNTY.
7. THE ELECTRICAL WORK SHALL COMPLY WITH THE CURRENT REQUIREMENTS OF THE NEW THE ELECTRICAL WORK SHALL COMPLY WITH THE CURRENT REQUIREMENTS OF THE NEW JERSEY UNIFORM CONSTRUCTION CODE (NJUCC), NEW JERSEY UNIFORM FIRE CODE (NJUFC), NATIONAL ELECTRICAL CODE (NEC), NATIONAL ELECTRICAL SAFETY CODES (NEESC), AMERICAN NATIONAL ELECTRICAL SAFETY CODES (NECA), AMERICAN ELECTRICIANS HANDBOOK, (IBEC) NATIONAL BUILDING CODE, (IBEC) NATIONAL BUILDING CODE, (IBEC) NATIONAL BUILDING CODE, (IBEC) ENERGY CONSERVATION CODE, STANDARDS OF THE NATIONAL BOARD OF UNDERWRITERS, OSHA, AMERICANS WITH DISABILITIES ACT (ADA), THE COUNTY OF MONMOUTH, THE BUILDING MANAGEMENT STANDARDS, AND ALL AUTHORITIES HAVING JURISDICTION. THE CONTRACTOR SHALL SECURE ALL CERTIFICATES AND PERMITS OF REQUIRED ORDINANCES, AND DELIVER THEM TO THE COUNTY PRIOR TO PERFORMING ANY WORK.
8. ALL WORK WHETHER SHOWN OR IMPLIED ON THE DRAWINGS, OR CALLED FOR IN THE ALL WORK WHETHER SHOWN OR IMPLIED ON THE DRAWINGS, OR CALLED FOR IN THE SPECIFICATIONS, AND UNLESS SPECIFICALLY QUESTIONED PRIOR TO THE BID, SHALL BE CONSIDERED TO BE FULLY UNDERSTOOD IN ALL RESPECTS BY THE CONTRACTOR AND HE/SHE SHALL BE FULLY RESPONSIBLE FOR ANY MISINTERPRETATIONS THEREOF.
9. THE INSTALLATION OF ELECTRICAL WORK INDICATED ON ELECTRICAL CONTRACT DRAWINGS AND THE INSTALLATION OF ELECTRICAL WORK INDICATED ON ELECTRICAL CONTRACT DRAWINGS SHALL COMPLY WITH ALL APPLICABLE CODES
10. THE CONTRACTOR SHALL FIELD VERIFY ALL CIRCUITRY ARRANGEMENTS PRIOR TO COMMENCING THE CONTRACTOR SHALL FIELD VERIFY ALL CIRCUITRY ARRANGEMENTS PRIOR TO COMMENCING ANY WORK.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASCERTAINING THE EXACT DIMENSIONS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASCERTAINING THE EXACT DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND FOR CHECKING OUT ALL REQUIRED CLEARANCES.
12. ALL WORK SHALL BE PERFORMED BY TRAINED AND EXPERIENCED PERSONNEL AND SUPERVISORS ALL WORK SHALL BE PERFORMED BY TRAINED AND EXPERIENCED PERSONNEL AND SUPERVISORS WHO ARE THOROUGHLY FAMILIAR WITH THE REQUIREMENTS OF THE ENTIRE INSTALLATION ON THIS PROJECT. WORKMANSHIP SHALL BE OF THE HIGHEST GRADE.
13. THE CONTRACTOR SHALL SUBMIT WITH THEIR BID REFERENCES FROM AT LEAST THREE THE CONTRACTOR SHALL SUBMIT WITH THEIR BID REFERENCES FROM AT LEAST THREE COMPLETED PROJECTS INVOLVING SIMILAR INSTALLATIONS WITHIN IN THE PAST FIVE YEARS TO THOSE REQUIRED UNDER THIS CONTRACT
14. CONTRACTOR SHALL PROVIDE FULL TIME ON SITE SUPERVISION FOR THE ENTIRE DURATION OF CONTRACTOR SHALL PROVIDE FULL TIME ON SITE SUPERVISION FOR THE ENTIRE DURATION OF WORK.
15. ENTIRE DRAWINGS ARE NOT TO BE SCALED. CONTRACTOR'S FIELD MEASUREMENTS SHALL ENTIRE DRAWINGS ARE NOT TO BE SCALED. CONTRACTOR'S FIELD MEASUREMENTS SHALL GOVERN.
16. CONTRACTOR MAY SUBMIT TO THE COUNTY ENGINEER FOR CONSIDERATION AND APPROVAL ANY CONTRACTOR MAY SUBMIT TO THE COUNTY ENGINEER FOR CONSIDERATION AND APPROVAL ANY SUGGESTIONS THAT MAY IMPROVE THE FINAL PROJECT RESULT, AND WHILE MAINTAINING FULL COMPLIANCE WITH THE DESIGN INTENT. THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY ASSUMPTIONS MADE BY THE CONTRACTOR.
17. THE CONTRACTOR SHALL COORDINATE WITH THE COUNTY, THE USE OF CRANES OR HOISTS FOR THE CONTRACTOR SHALL COORDINATE WITH THE COUNTY, THE USE OF CRANES OR HOISTS FOR EQUIPMENT. IF REQUIRED, TO MINIMIZE IMPACT ON THE REGULAR OPERATION OF THE BUILDING AND ITS GROUNDS. THE CONTRACTOR SHALL COORDINATE WITH THE BOROUGH FOR ANY STREET CLOSINGS, CRANE PLACEMENTS, ETC. AND SHALL OBTAIN AND PAY FOR ANY RELATED PERMITS. ALL COSTS FOR THE USE OF CRANES SHALL BE INCLUDED IN BASE BID, INCLUDING WORK OUTSIDE NORMAL BUSINESS HOURS.
18. PROVIDE COLOR CODING FOR BRANCH CIRCUITS & FEEDERS AS FOLLOWS FOR 120/208V. PROVIDE COLOR CODING FOR BRANCH CIRCUITS & FEEDERS AS FOLLOWS FOR 120/208V. CONDUCTORS: BLACK, PHASE "A"; RED, PHASE "B"; BLUE, PHASE "C" PHASE "C"; "C" WHITE, NEUTRAL "N"; NEUTRAL "N"; "N" GREEN, GROUNDING "GND" GROUNDING "GND"
19. THE CONTRACTOR SHALL NOT INSTALL MORE THAN 3 CURRENT CARRYING CONDUCTORS IN A THE CONTRACTOR SHALL NOT INSTALL MORE THAN 3 CURRENT CARRYING CONDUCTORS IN A RACEWAY UNLESS OTHERWISE SPECIFICALLY INDICATED ON THE DRAWINGS.
20. CONDUIT & CABLE RUNS SHALL BE NEATLY INSTALLED. WHERE MULTIPLE RUNS ARE MADE, CONDUIT & CABLE RUNS SHALL BE NEATLY INSTALLED. WHERE MULTIPLE RUNS ARE MADE, TURNS SHALL BE PARALLEL WITH EACH OTHER AND FASTENED WITH A COMMON SUPPORT AND SPACED AND SECURED AT REQUIRED INTERVALS.

21. CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS OF EXISTING UNDERGROUND SERVICES (I.E. CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS OF EXISTING UNDERGROUND SERVICES (I.E. STORM, SEWER, HEATING, PRIMARY AND SECONDARY ELECTRIC, ETC.) WHETHER OR NOT SHOWN ON THE DRAWINGS BEFORE ANY EXCAVATION IS STARTED TO DETERMINE EXACT LOCATION OF ALL EXISTING SERVICES BY USE OF TRACING EQUIPMENT TO MARK AND PROTECT ALL EXISTING SERVICE LINES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND SERVICES.
22. CONTRACTOR SHALL COORDINATE AND STAKE OUT UNDERGROUND CONDUIT ROUTE AND MARK CONTRACTOR SHALL COORDINATE AND STAKE OUT UNDERGROUND CONDUIT ROUTE AND MARK ROUTING OF CONDUITS AND OBTAIN APPROVAL FROM COUNTY'S REPRESENTATIVE PRIOR TO EXCAVATION OR INSTALLATION.
23. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED, INCLUDING JCP&L. THE CONTRACTOR CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED, INCLUDING JCP&L. THE CONTRACTOR SHALL HAVE ALL WORK INSPECTED FOR CODE, COMPLIANCE, AND SHALL PAY ALL FEES FOR INSPECTION AND CERTIFICATION.
24. WHENEVER A CONFLICT OCCURS BETWEEN THE CONTRACT DRAWINGS, SPECIFICATIONS, AND THE WHENEVER A CONFLICT OCCURS BETWEEN THE CONTRACT DRAWINGS, SPECIFICATIONS, AND THE REQUIREMENTS OF ACTUAL FIELD CONDITIONS, THE CONTRACTOR SHALL BID ON THE MOST EXPENSIVE METHOD OF CONSTRUCTION AND WILL NOT BE ENTITLED TO ANY ADDITIONAL COSTS.
25. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED ELECTRICAL WIRING AND CONDUIT TO CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED ELECTRICAL WIRING AND CONDUIT TO PROVIDE SAFE COMPLETE SYSTEMS TO FUNCTION AS REQUIRED, REGARDLESS OF WHETHER OR NOT IT IS SPECIFICALLY SHOWN IN THE CONTRACT DOCUMENTS.
26. THE CONTRACTOR SHALL CAREFULLY DISCONNECT, REMOVE AND TURN OVER TO THE COUNTY THE CONTRACTOR SHALL CAREFULLY DISCONNECT, REMOVE AND TURN OVER TO THE COUNTY ALL EQUIPMENT AND APPURTENANCES UNDER THE CONTRACT, ANY OF THE SUBJECT MATERIAL, REFUSED BY THE COUNTY SHALL BECOME THE PROPERTY OF THE CONTRACTOR TO BE PROPERLY DISPOSED, OF AT NO EXTRA COST.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF DEBRIS GENERATED BY HIS WORK AND WORKERS, AT THE END OF EACH WORKING DAY. TRANSPORT ALL DEBRIS LEGALLY OFF-SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR A DAILY GENERAL BROOD CLEANING INSIDE THE HALL OF RECORDS TO MAINTAIN A SAFE WORKING ENVIRONMENT. THE CONTRACTOR SHALL PROVIDE NECESSARY REUSE CONTAINERS.
28. ALL EQUIPMENT AND MATERIALS SHALL BE NEW. ALL EQUIPMENT AND MATERIALS SHALL BE NEW.
29. ALL FACEWAYS AND EQUIPMENT SHALL BE GROUNDED AND CONNECTED TO THE BUILDING ALL RACEWAYS AND EQUIPMENT SHALL BE GROUNDED AND CONNECTED TO THE BUILDING GROUNDING SYSTEM, WITH INSULATED GROUNDING CONDUCTORS) NOT SMALLER THAN #6 AWG.
30. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED, INSTALLED, ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED AND CONDITIONED AS DIRECTED BY THE RESPECTIVE MANUFACTURERS, AND AS CALLED FOR IN THE SPECIFICATIONS.
31. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH NEC ARTICLE 310 AND NEC CHAPTER NINE, REGARDING CONDUCTOR DERATING AMPACITY, AND ALLOWABLE CONDUIT FILL.
32. ALL WIRING SHALL BE COPPER CONDUCTORS(S) WITH 600 VOLTS INSULATION IN METAL ALL WIRING SHALL BE COPPER CONDUCTORS(S) WITH 600 VOLTS INSULATION IN METAL RACEWAYS) WITH APPROVED FITTINGS.
33. SHARING OF NEUTRAL WIRE IS NOT PERMITTED. PROVIDE A SEPARATE NEUTRAL FOR EACH SHARING OF NEUTRAL WIRE IS NOT PERMITTED. PROVIDE A SEPARATE NEUTRAL FOR EACH CIRCUIT.
34. PROVIDE GROUNDING AND BONDING FOR ALL FEEDERS, CONDUITS, AND ALSO THE CONNECTED PROVIDE GROUNDING AND BONDING FOR ALL FEEDERS, CONDUITS, AND ALSO THE CONNECTED EQUIPMENT AS PER CURRENT NEC REQUIREMENTS. GROUND RODS SHALL MEET A RESISTANCE GROUND RODS SHALL MEET A RESISTANCE OF 25 OHMS OR LESS.
35. NO SUBSTITUTION OF MATERIALS WILL BE ALLOWED WITHOUT THE COUNTY'S WRITTEN APPROVAL. NO SUBSTITUTION OF MATERIALS WILL BE ALLOWED WITHOUT THE COUNTY'S WRITTEN APPROVAL.
36. THE CONTRACTOR SHALL MAINTAIN THE LATEST UPDATED SET OF DRAWINGS AND CONTRACT THE CONTRACTOR SHALL MAINTAIN THE LATEST UPDATED SET OF DRAWINGS AND CONTRACT DOCUMENTS AT THE JOBSITE AT ALL TIMES.
37. ALL WIRING SHALL BE INSTALLED IN CONDUIT. ALL WIRING SHALL BE INSTALLED IN CONDUIT.
38. THE CONTRACTOR SHALL PROVIDE ALL ITEMS, EQUIPMENT AND LABOR NECESSARY FOR THE THE CONTRACTOR SHALL PROVIDE ALL ITEMS, EQUIPMENT AND LABOR NECESSARY FOR THE COMPLETION OF THE WORK SHOWN ON THE CONTRACT DOCUMENTS AND CALLED FOR IN THE SPECIFICATIONS, INCLUDING PURCHASES, DELIVERIES, ARRANGEMENTS, AND STORAGE.
39. NEW WORK CONNECTING TO EXISTING EQUIPMENT SHALL BE PERFORMED IN A NEAT AND NEW WORK CONNECTING TO EXISTING EQUIPMENT SHALL BE PERFORMED IN A NEAT AND APPROVED MANNER. MAINTAIN THE CONTINUITY OF EXISTING CIRCUITS AFFECTED BY THIS WORK WHICH MUST REMAIN IN SERVICE AT ALL TIMES. MAINTAIN ALL EXISTING ELECTRICAL SERVICES IN OPERATION UNTIL THE NEW SERVICE IS COMPLETE AND EXISTING LOADS ARE RECONNECTED.
40. EQUIPMENT NOTED AS EXISTING SHALL REMAIN AND SHALL BE PROTECTED. ALL EQUIPMENT, WALLS, FLOORS, ETC DISTURBED OR DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF UNION COUNTY AND AT THE CONTRACTOR'S EXPENSE.
41. CONTRACTOR SHALL INCREASE THE SIZE OF CONDUCTORS TO COMPENSATE FOR EXCESSIVE CONTRACTOR SHALL INCREASE THE SIZE OF CONDUCTORS TO COMPENSATE FOR EXCESSIVE LENGTHS. VOLTAGE DROP SHALL NOT EXCEED TWO (2) PERCENT. CONTRACTOR SHALL SUBMIT VOLTAGE DROP CALCULATIONS.
42. SHOULD UNFORESEEN CONDITIONS BE ENCOUNTERED THAT AFFECT DESIGN OR FUNCTION OF SHOULD UNFORESEEN CONDITIONS BE ENCOUNTERED THAT AFFECT DESIGN OR FUNCTION OF PROJECT, INVESTIGATE FULLY AND CONTACT THE COUNTY, WHILE AWAITING COUNTY'S RESPONSE, RESCHEDULE OPERATIONS IF NECESSARY, TO AVOID DELAY OF THE OVERALL PROJECT.
43. ALL NOTES ON DRAWINGS SHALL APPLY TO ENTIRE SET OF DRAWINGS. ALL NOTES ON DRAWINGS SHALL APPLY TO ENTIRE SET OF DRAWINGS.
44. THE USE OF THE BUILDING LOADING DOCKS, RAMPS, ETC., AND ANY RELATED CHARGES THE USE OF THE BUILDING LOADING DOCKS, RAMPS, ETC., AND ANY RELATED CHARGES THEREOF SHALL BE INCLUDED IN THE COST OF THE WORK. BUILDING ELEVATORS SHALL NOT BE USED BY THE CONTRACTOR.
45. SPECIFICATIONS MAY REQUIRE WORK, EQUIPMENT, SYSTEMS, METHODS, ETC. THAT ARE NOT SPECIFICATIONS MAY REQUIRE WORK, EQUIPMENT, SYSTEMS, METHODS, ETC. THAT ARE NOT INDICATED ON THE DRAWINGS.

46. DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE COMPLIMENTARY OF EACH OTHER, WHERE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE COMPLIMENTARY OF EACH OTHER, WHERE DISCREPANCIES OR CONFLICTS OCCUR, THE CONTRACTOR SHALL INCLUDE THE MORE COSTLY METHOD IN HIS PROPOSAL, UNLESS CLARIFIED BY BULLETIN OR ADDENDUM, ACKNOWLEDGED PRIOR TO THE RECEIPT OF BIDS.
47. ALL MATERIAL SHALL BE UNDERWRITER'S LABORATORIES LISTED FOR ITS APPLICATION, WHERE SUCH LISTING IS APPLICABLE.
48. ALL EQUIPMENT TO BE FURNISHED AND INSTALLED AS INDICATED OR AS ACCEPTED BY THE ALL EQUIPMENT TO BE FURNISHED AND INSTALLED AS INDICATED OR AS ACCEPTED BY THE ENGINEER.
49. SUBMIT SHOP DRAWINGS, PRODUCT DATA SHEETS AND WIRING DIAGRAMS FOR ALL ELECTRICAL SUBMIT SHOP DRAWINGS, PRODUCT DATA SHEETS AND WIRING DIAGRAMS FOR ALL ELECTRICAL CONSTRUCTION MATERIALS, APPLIANCES AND SYSTEMS.
50. PROVIDE TWO SETS OF OPERATIONS AND MAINTENANCE MANUALS, WITH ALL INSTRUCTIONS, PROVIDE TWO SETS OF OPERATIONS AND MAINTENANCE MANUALS, WITH ALL INSTRUCTIONS, INCLUDE ALL ELECTRICAL DEVICES, EQUIPMENT AND SYSTEMS.
51. UPON COMPLETION AND PRIOR TO FINAL ACCEPTANCE OF THE PROJECT PROVIDE ONE SET OF UPON COMPLETION AND PRIOR TO FINAL ACCEPTANCE OF THE PROJECT PROVIDE ONE SET OF REPRODUCIBLE CONTRACT PLANS THAT HAVE BEEN REVISED AND ANNOTATED TO REFLECT THE "AS-BUILT" CONDITIONS OF THE PROJECT, SIGNED AND SEALED BY A NJ PROFESSIONAL ENGINEER.
52. DELIVER CERTIFICATES OF ELECTRICAL AND OTHER INSPECTIONS OR COPIES, TO THE COUNTY DELIVER CERTIFICATES OF ELECTRICAL AND OTHER INSPECTIONS OR COPIES, TO THE COUNTY UPON THE COMPLETION OF THE PROJECT.
53. GUARANTEE ALL WORK IN WRITING, TO THE COUNTY AGAINST ANY AND ALL DEFECTS IN GUARANTEE ALL WORK IN WRITING, TO THE COUNTY AGAINST ANY AND ALL DEFECTS IN MATERIAL AND WORKMANSHIP, FOR A PERIOD OF TWO YEARS FROM THE DATE OF ACCEPTANCE AND PERFORM ALL CORRECTIVE WORK AT NO COST.
54. THE CONTRACTOR SHALL PROVIDE LABOR AND MATERIALS REQUIRED FOR THE INSTALLATION AND MAINTENANCE OF TEMPORARY LIGHTING. IF NECESSARY, THE CONTRACTOR SHALL PROVIDE, CONNECT AND MAINTAIN A DIESEL OR GASOLINE DRIVEN GENERATOR. THE MINIMUM SIZE OF THE GENERATOR SHALL BE EQUAL IN SIZE TO THE LOAD REQUIRED. THE GENERATOR IS TO SUPPLY THE NECESSARY ELECTRIC POWER FOR ALL TEMPORARY LIGHTING, NORMAL AND SECURITY LIGHTING, HEATING EQUIPMENT, ALL FUEL, LABOR ETC. REQUIRED FOR THE NORMAL OPERATION OF GENERATOR SHALL BE PROVIDED BY THE CONTRACTOR. AS PART OF THIS CONTRACT, THE GENERATOR SHALL BE IN OPERATION 24 HOURS A DAY, 7 DAYS A WEEK. THE WIRING AND CONNECTIONS SHALL BE INSTALLED IMMEDIATELY UPON THE CONTRACTOR'S ARRIVAL TO THE SITE. WHERE THE TEMPORARY LIGHT AND POWER IS APPROVED TO BE TAKEN FROM THE MAIN ELECTRICAL POWER OF THE EXISTING BUILDING, THE COST OF THE CURRENT OR POWER SO USED SHALL BE BORNE BY THE COUNTY

SYMBOL LIST

SYMBOL	DESCRIPTION
	COPPER GROUND ROD
	DISCONNECT SWITCH
	UNDERGROUND OR "HIDDEN" RGS CONDUIT AND WIRING
	ABOVE GROUND OR EXPOSED NEW RGS CONDUIT AND WIRING
	120/208 VOLT, 3 PH, 4 W, PANELBOARD BARE CU, GROUND WIRE (SIZE AS SHOWN)
	MOLDED CASE CIRCUIT BREAKER
	TO BE DISCONNECTED AND REMOVED

ABBREVIATIONS

AC	ALTERNATING CURRENT	JB	JUNCTION BOX
ADMIN.	ADMINISTRATION	KVA	KILOVOLT AMPERE
AF	AMP FRAME	KW	KILOWATT
AFF	ABOVE FINISHED FLOOR	LP	PANELBOARD
AIC	AMPERES INTERRUPTING CAPACITY	MDP	MAIN DISTRIBUTION PANEL
AMP	AMPERE	MTD	MOUNTED
AT	AMP TRIP	N	NEUTRAL
ATS	AUTOMATIC TRANSFER SWITCH	NEC	NATIONAL ELECTRICAL CODE
AWG	AMERICAN WIRE GAUGE	PB	PULL BOX
BLDG	BUILDING	PH	PHASE
C	CONDUIT	RGS	RIGID GALVANIZED STEEL CONDUIT
CB	CIRCUIT BREAKER	SP	SPARE
CT	CURRENT TRANSFORMER	STD	STANDARD
CKT(S)	CIRCUIT (S)	SW	SWITCH
CU	COPPER	TYP	TYPICAL
DS	DISCONNECT SWITCH	V	VOLT
DWG	DRAWING	VS	VOLTMETER SWITCH
EXIST	EXISTING	W	WIRE
FL	FLOOR	1/C	SINGLE CONDUCTOR
GND	GROUND		

DESIGN: VRN

DRAWN: JC

CHECKED: LCA

APPROVED: LCA

No.	DATE	DESCRIPTION	CKD.	APP'D.

MEP ENGINEER:
LCA
ENGINEERING

1640 Vanhook Road
Union, NJ 07083
Tel: (908)288-7943

LUIS C. AGUIERO, P.E.
NJ PROFESSIONAL ENGINEER NO. 23609

POLICE ACADEMY - COUNTY OF UNION
1776 RARITAN ROAD
SCOTCH PLAINS, NEW JERSEY 07076

**GENERAL NOTES,
SYMBOLS AND LEGEND**
UNION COUNTY PROJECT # - 2013-015

**OUTDOOR EMERGENCY
GENERATOR**

JOB No. 829F
DWG. No. E-1
DATE: 01/16/2017

POWER SWITCHOVER WORK SCHEDULE

1. ALL WORK SHALL BE PERFORMED DURING "OFF" PERIODS (NIGHTS, WEEKENDS AND HOLIDAYS) WHEN COUNTY ENGINEERING OPERATIONS ARE SUSPENDED.

2. WORK SHALL BE PERFORMED ONLY WITH THE KNOWLEDGE AND PRIOR APPROVAL OF COUNTY AUTHORITIES HAVING JURISDICTION, AND WITH PRIMARY SWITCH, AND SWITCHBOARD MAIN CIRCUIT BREAKER, SECURED IN THE OPEN POSITION.

3. WORK SHALL BE PERFORMED IN A CONTINUOUS OPERATION TO BE COMPLETED BEFORE POLICE ACADEMY OPERATIONS RESUME.

4. NO SERVICE INTERRUPTION WILL BE ALLOWED WITHOUT THE PERMISSION OF UNION COUNTY'S AUTHORIZED PERSONNEL.

5. CONTRACTOR SHALL SUBMIT PROPOSED DETAILED STAGING PLAN FOR REVIEW AND ACCEPTANCE, PRIOR TO COMMENCING ANY CONSTRUCTION WORK.

2. LINE SIDE TRANSFER SCHEME:

A. WITH ALL NECESSARY MATERIALS AT HAND, PRE-ARRANGE INCOMING PSE&G PRIMARY SERVICE FEEDER CABLE TO BE DE-ENERGIZED AND LOCKED OUT AT THE PRIMARY DISCONNECT AT THE POLE (CONTRACTOR TO COORDINATE WITH PSE&G)

B. PLACE THE 1600 AMP. MAIN CIRCUIT BREAKER IN THE EXISTING MDP IN THE OPEN POSITION, AND PROCEED AS FOLLOWS.

B.1. DISCONNECT INCOMING SERVICE FEEDERS, AND SUBSEQUENTLY:

a.) SPLICE EACH INCOMING 600MCM FEEDER WITH A 600MCM WIRE OF SUFFICIENT LENGTH, AS REQUIRED.

b.) RUN 4 SETS OF 4-1/2" 600MCM WIRES IN TO THE ATIS THROUGH THE NEW CT CABINET.

c.) DISCONNECT AND REMOVE EXISTING CT'S LOCATED WITHIN THE METERING COMPARTMENT IN THE MDP.

C. RUN PRE-FABRICATED 1600 AMP BUS DUCT FROM THE ATIS TO THE LINE SIDE OF THE 1600 AMP MAIN SWITCH, THUS COMPLETING THE SYSTEM FEEDER INCOMING SERVICE LOOP.

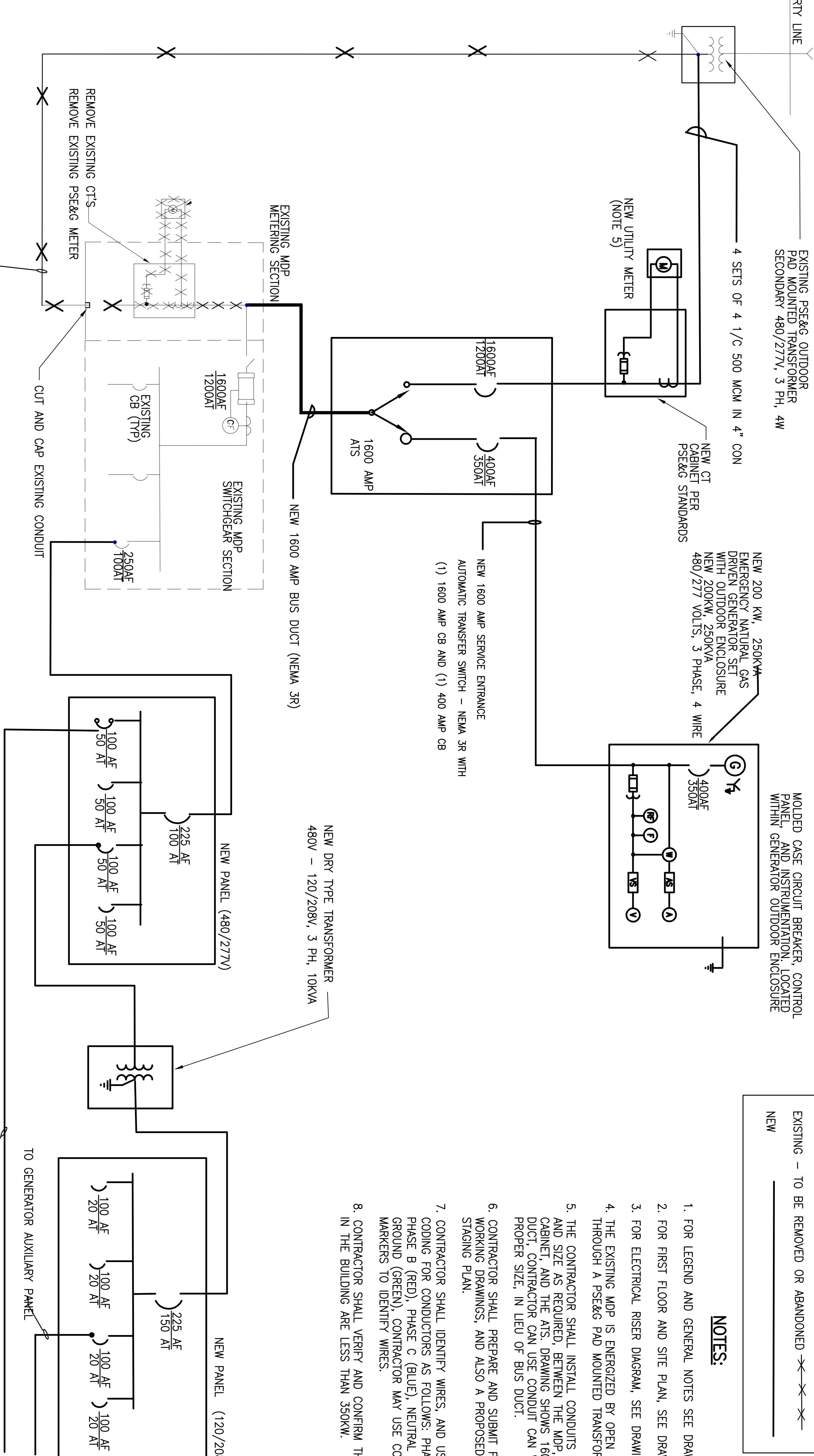
THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH AND INSTALL ALL POWER, CONTROL WIRING, EQUIPMENT, AND MATERIALS REQUIRED FOR A FULLY FUNCTIONAL AND CODE COMPLIANT SYSTEM. THE WORK ALSO INCLUDES ALL INTERCONNECTING WIRING AND CONDUITS BETWEEN ALL UNITS, DEVICES AND CONTROL EQUIPMENT, WHICH ARE NOT SHOWN ON THE DRAWINGS, NOR STIPULATED IN THE SPECIFICATIONS, BUT WHICH ARE REQUIRED FOR A COMPLETE, FULLY OPERATIONAL INSTALLATION.

LEGEND (ONLY FOR THIS DRAWING)
 EXISTING - TO REMAIN _____
 EXISTING - TO BE REMOVED OR ABANDONED - - - - -
 NEW _____

NOTES:

1. FOR LEGEND AND GENERAL NOTES SEE DRAWING E-1
2. FOR FIRST FLOOR AND SITE PLAN, SEE DRAWING E-3
3. FOR ELECTRICAL RISER DIAGRAM, SEE DRAWING E-4
4. THE EXISTING MDP IS ENERGIZED BY OPEN BOTTOM WIRING, THROUGH A PSE&G PAD MOUNTED TRANSFORMER.
5. THE CONTRACTOR SHALL INSTALL CONDUITS IN NUMBERS AND SIZE AS REQUIRED, BETWEEN THE MDP, A NEW CT CABINET, AND THE ATIS. DRAWING SHOWS 1600 AMP BUS DUCT. CONTRACTOR CAN USE CONDUIT CAN WIRE OF PROPER SIZE, IN LIEU OF BUS DUCT.
6. CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL, WORKING DRAWINGS, AND ALSO A PROPOSED CONSTRUCTION STAGING PLAN.
7. CONTRACTOR SHALL IDENTIFY WIRES, AND USE COLOR CODING FOR CONDUCTORS AS FOLLOWS: PHASE A (BLACK), PHASE B (RED), PHASE C (BLUE), NEUTRAL (WHITE), GROUND (GREEN), CONTRACTOR MAY USE COLOR CODED MARKERS TO IDENTIFY WIRES.
8. CONTRACTOR SHALL VERIFY AND CONFIRM THAT THE LOADS IN THE BUILDING ARE LESS THAN 350KW.

TO SEWER PUMP AUTO TRANSFER SWITCH
 4 1/2" #8 - 1 1/2" C
 (480V., 3PH.)



EXISTING - 4 SETS OF 4 1/2" 500 MCM CONDUCTORS IN 4" CONDUITS TO BE DISCONNECTED FROM TRANSFORMER AND ABANDONED IN PLACE.

DESIGN: VVN
 DRAWN: JG
 CHECKED: L.C.A.
 APPROVED: L.C.A.

No.	DATE	DESCRIPTION	ISSUE	CKD.	APP.D.

MEP ENGINEER
LCA ENGINEERING
 1640 Vauxhall Road
 Union, NJ 07083
 Tel: (908)258-7943

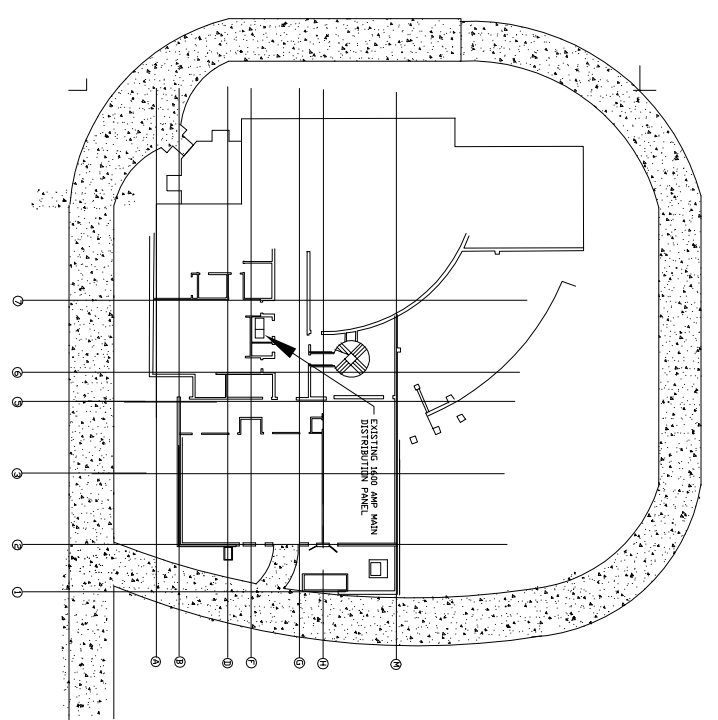
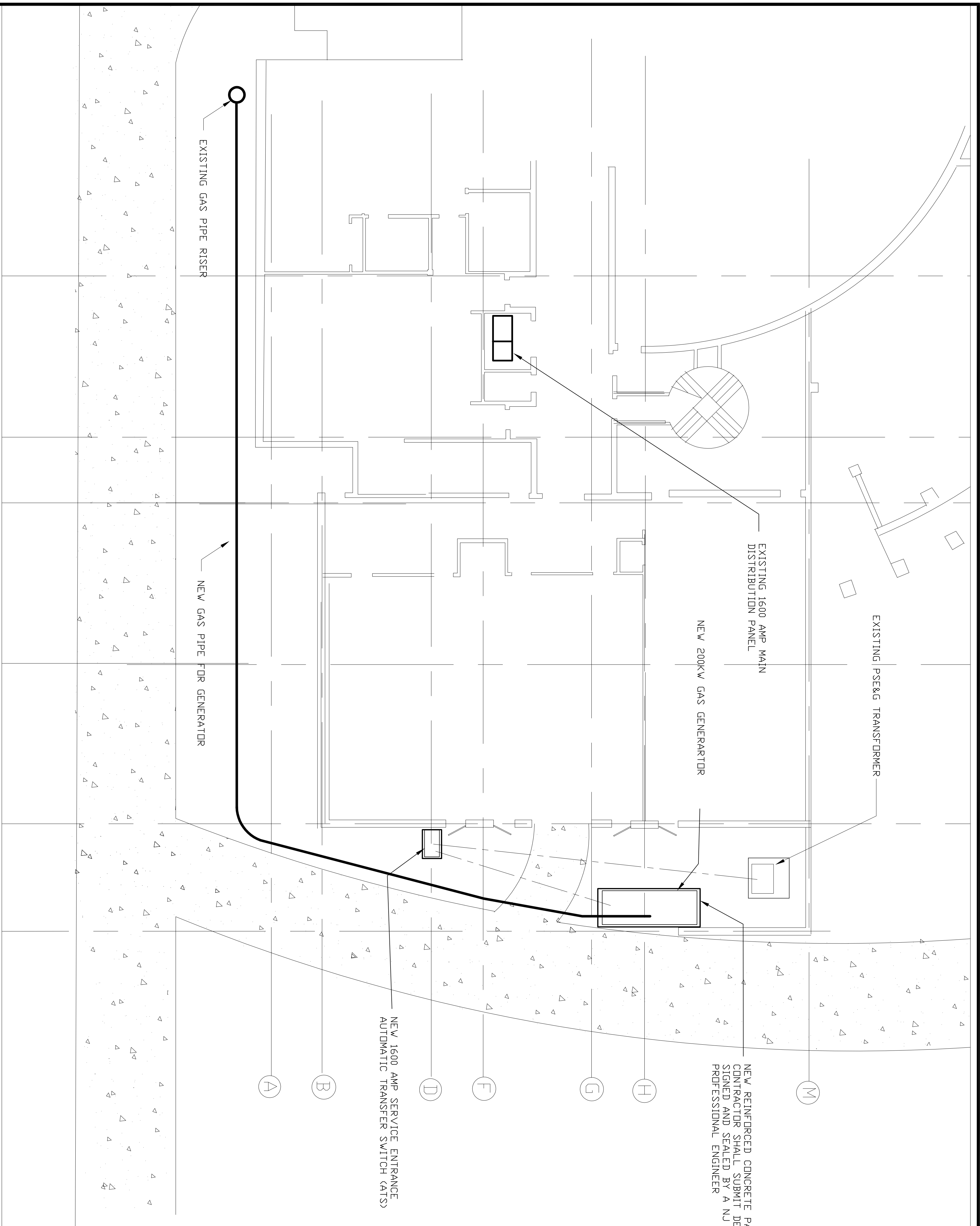
LUIS C. ACQUERO, P.E.
 NJ PROFESSIONAL ENGINEER No. 2869

POLICE ACADEMY - COUNTY OF UNION
 1776 RARITAN ROAD
 SCOTCH PLAINS, NEW JERSEY 07076

ELECTRICAL
 SINGLE - LINE DIAGRAM
 UNION COUNTY PROJECT #2013-015

OUTDOOR EMERGENCY
 GENERATOR

JOB No. 829A
 DWG. No. E-2
 DATE: 1/16/2017



NEW REINFORCED CONCRETE PAD.
CONTRACTOR SHALL SUBMIT DETAILS
SIGNED AND SEALED BY A NJ
PROFESSIONAL ENGINEER

NOTES:

1. FOR LEGEND AND GENERAL NOTES, SEE DWG. E-1.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASCERTAINING AND VERIFYING THE EXACT DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT, AND ALSO FOR ENSURING ALL REQUIRED CLEARANCES ARE MET.
3. CONTRACTOR SHALL MEET WITH JCP&L AND ENSURE ALL EQUIPMENT MOUNTING ARRANGEMENTS ARE ACCEPTABLE TO JCP&L. CONTRACTOR MUST OBTAIN JCP&L APPROVALS PRIOR TO PERFORMING ANY WORK WHATSOEVER.
4. ALL NEW WORK CONNECTING TO EXISTING EQUIPMENT AND/OR DEVICES SHALL BE PERFORMED IN A NEAT MANNER.
5. ELECTRICAL CONSTRUCTION SHALL REQUIRE POWER SHUT DOWNS. SHUT DOWNS MUST BE DONE AFTER HOURS, ON WEEKENDS, OR HOLIDAYS. CONTRACTOR SHALL NOTIFY UNION COUNTY OF ANY PROJECTED SHUT DOWN, 7 DAYS IN ADVANCE. NO SHUT DOWNS WHATSOEVER WILL BE ALLOWED DURING NORMAL BUSINESS HOURS, UNLESS SPECIFICALLY APPROVED BY THE COUNTY.
6. CONTRACTOR SHALL PREPARE ALL SITE WORK AS REQUIRED, INCLUDING INSTALLING NEW PADS, BOXES, SWITCHES AND FEEDERS.
7. CONTRACTOR SHALL SUBMIT A STAGING PLAN FOR APPROVAL, TO UNION COUNTY, PRIOR TO PERFORMING ANY SITE WORK WHATSOEVER.
8. SEE -DRAWING E-5 FOR DETAILED WORK PLAN.
9. VERIFY FIELD MEASUREMENTS AND CIRCUITING ARRANGEMENTS.
10. PROVIDE TEMPORARY WIRING AND CONNECTIONS TO MAINTAIN EXISTING SYSTEMS IN SERVICE DURING CONSTRUCTION THAT ARE NECESSARY FOR THE NORMAL OPERATION OF THE BUILDING.
11. EQUIPMENT DIMENSIONS ARE APPROXIMATE. NEW EQUIPMENT WILL BE SHOWN ON THE SHOP DRAWING SUBMITTALS.
12. FOR CIVIL SITE WORK, SEE DWG. CP-1

NOTE:
THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH AND INSTALL ALL POWER CONTROL, WIRING AND EQUIPMENT REQUIRED FOR A FULLY FUNCTIONAL AND CODE COMPLIANT EMERGENCY GENERATOR SYSTEM. THIS WORK ALSO INCLUDES ALL INTERCONNECTING WIRING AND CONDUITS BETWEEN THE UNITS, DEVICES AND CONTROL EQUIPMENT WHICH ARE NOT SHOWN ON THE DRAWINGS, NOR STIPULATED IN THE SPECIFICATIONS, BUT WHICH ARE REQUIRED FOR A COMPLETE SYSTEM.

DESIGN: VRN
DRAWN: JC
CHECKED: LCA
APPROVED: LCA

No.	DATE	DESCRIPTION	ISSUE	CKD.	APP'D.

MEP ENGINEER:
LCA
ENGINEERING
1660 VanHull Road
Tel: (908)258-7943

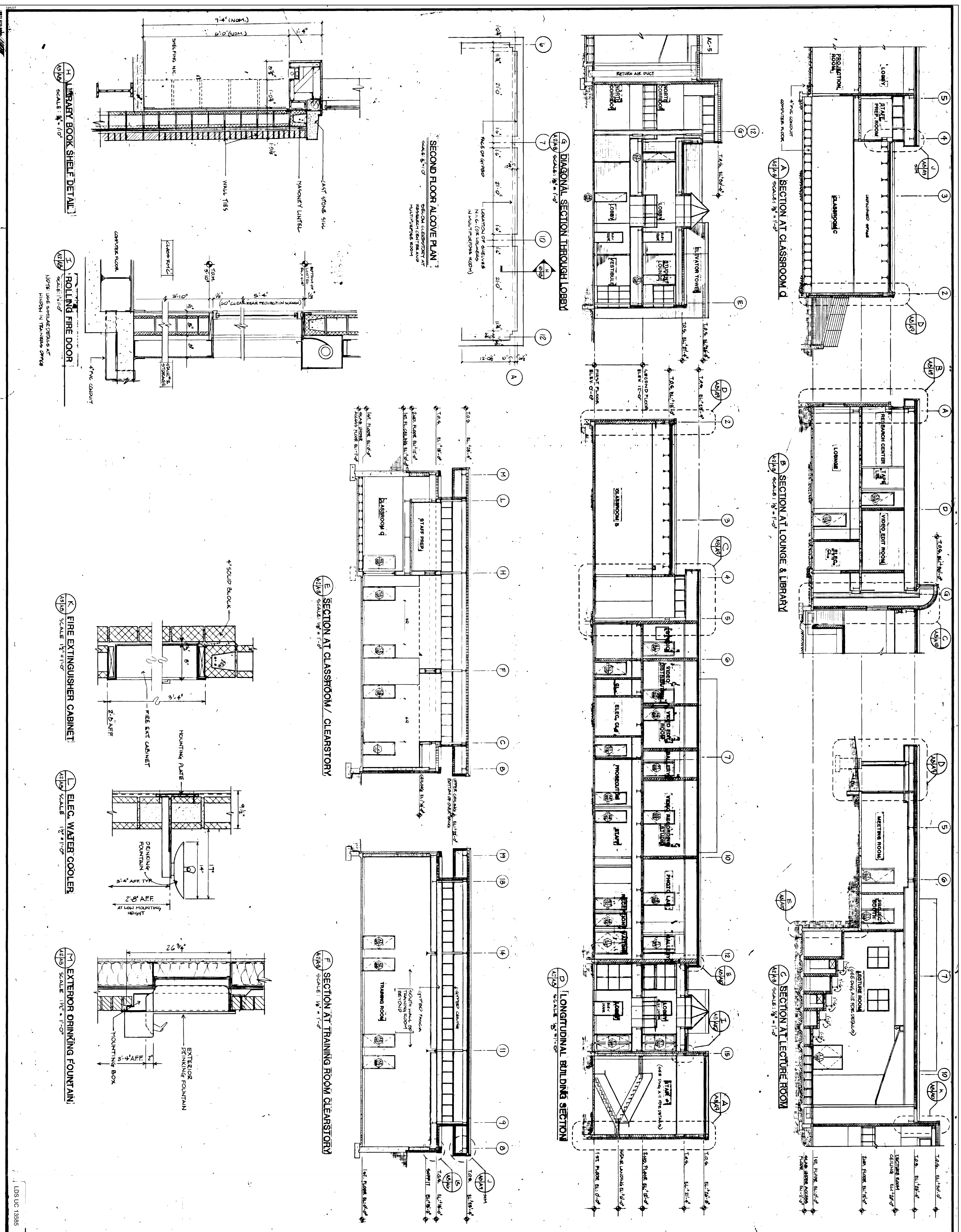
LUIS C. AGUIERO, P.E.
NJ PROFESSIONAL ENGINEER No. 23069

POLICE ACADEMY - COUNTY OF UNION
1776 RARITAN ROAD
SCOTCH PLAINS, NEW JERSEY 07076

MECHANICAL
SITE PLAN
UNION COUNTY PROJECT #2013-015

OUTDOOR EMERGENCY
GENERATOR

JOB No. 829F
DWG. No. P - 1
DATE: 12/20/2016



1. USG UC 1388
SHEET 8 OF 47

A-8
DRAWING NUMBER

BUILDING SECTIONS / INTERIOR ELEVATIONS
DWG: JWG DATE: 11/10/16 REV: CRE: JWG DATE: 11/10/16

POLICE ACADEMY
COUNTY OF UNION, 1776 RARITAN ROAD,
SCOTCH PLAINS, NEW JERSEY 07076

JAMES GOLDSTEIN & PARTNERS
ARCHITECTS
89 MILLBURN AVE., MILLBURN, NEW JERSEY
4801 487-8848

OMDEX INCORPORATED
855 GOPPLE ROAD, ROSELAND, NEW JERSEY 07468
MECHANICAL/ELECTRICAL 201-470-7288
NEW JERSEY - S Z E C E Z Z Y
488 FIFTH AVENUE, NEW YORK, NEW YORK 10017
STRUCTURAL 212-668-8700
KELLER & KIRKPATRICK
800 LANDER PLAZA, PARSONS PARK, NEW JERSEY 07654
SITE/CIVIL 908-977-4600

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DESIGN: VRN
DRAWN: JC
CHECKED:
APPROVED:

No.	DATE	DESCRIPTION	ISSUE	CKD.	APPD.

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1640 Vanuxhall Road
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POLICE ACADEMY - COUNTY OF UNION
1776 RARITAN ROAD
SCOTCH PLAINS, NEW JERSEY 07076

FOR REFERENCE ONLY
DRAWING
UNION COUNTY PROJECT #2013-015

OUTDOOR EMERGENCY
GENERATOR

JOB No. 829F
DWG. No. R - 1
DATE: 1/16/2017